

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holden Seafood Corp.		12/31/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Luke's Lobster LLC		
Street Address:	459 Grand Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11211		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3914060	LUKE'S FROM ME TO YOU	
Registration Number:	3914053	LUKE'S LOBSTER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mgrieco@olshanlaw.com		
Correspondent Name:	Mary L. Grieco		
Address Line 1:	65 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	09801-001		
NAME OF SUBMITTER:	Mary L. Grieco		
SIGNATURE:	/mary grieco/		
DATE SIGNED:	01/13/2015		
Total Attachments: 2			
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source=Luke's Lobster Assignment #page2.tif			

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EXHIBIT A

Trademark Assignment

This Trademark Assignment (this "Trademark Assignment") is made this ~~November~~ ^{December} 31st day of ~~November~~ 2013 between HOLDEN SEAFOOD CORP., a New York corporation ("Assignor") and LUKE'S LOBSTER LLC, a Delaware limited liability company, pursuant to the Asset Purchase Agreement, dated ~~November~~ ^{December} 31, 2013, between Assignor and Assignee (the "Asset Purchase Agreement").

WHEREAS, Assignor is the owner of the registrations for the marks shown in the attached Schedule A (the "Marks");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to, among other things, assign and transfer to Assignee the Marks and all of Assignor's right, title and interest in and to the Marks, and the goodwill associated therewith; and

WHEREAS, Assignee wishes to acquire the Marks and all of Assignor's right, title and interest in and to the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration for the price paid pursuant to the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys unto Assignee all of its rights, title and interest in and to the Marks, whether statutory or at common law, including any applications and registrations thereof, together with the goodwill of the business symbolized by the Marks, and the right to sue for, collect and retain all damages and profits and all other remedies for past infringements thereof. This Trademark Assignment shall be construed in a manner consistent with the terms of the Asset Purchase Agreement. Except for the Asset Purchase Agreement, this Trademark Assignment contains the final, complete and exclusive understanding between Assignor and Assignee regarding its subject matter and supersedes any prior or contemporaneous agreement, understanding, or representation, oral or written, by either of the parties. This Trademark Assignment may be executed in one or more counterparts and by scanned or facsimile signature(s), each of which shall be deemed an original, but all of which together shall constitute one in the same agreement.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Trademark Assignment as of the date first above written.

HOLDEN SEAFOOD CORP.

By: _____

Name: Lucas A. Holden

Title: Managing Member

LUKE'S LOBSTER LLC

By: _____

Name: Benjamin Conruff

Title: Managing Member

SCHEDULE A

Mark

Federal Registration No.

Luke's Lobster

3,914,053

3,914,060

