

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352756

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Inlet Fisheries, Inc. | | 06/26/2015 | CORPORATION: ALASKA |
| RECEIVING PARTY DATA | | | |
| Name: | North Pacific Seafoods, Inc. | | |
| Street Address: | 4 Nickerson Street, Suite 400 | | |
| City: | Seattle | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98109 | | |
| Entity Type: | CORPORATION: WASHINGTON | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2155049 | INLET SALMON | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2062240779 | | |
| <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> | | | |
| Phone: | 206.682.8100 | | |
| Email: | efiling@cojk.com | | |
| Correspondent Name: | Christensen O'Connor Johnson Kindness | | |
| Address Line 1: | 1201 Third Avenue, Suite 3600 | | |
| Address Line 4: | Seattle, WASHINGTON 98101 | | |
| ATTORNEY DOCKET NUMBER: | NPSF-2-54087 | | |
| NAME OF SUBMITTER: | Stephanie A. Harvey | | |
| SIGNATURE: | /Stephanie A. Harvey/ | | |
| DATE SIGNED: | 08/26/2015 | | |
| Total Attachments: 5 | | | |
| source=Inlet Fish Assignment#page1.tif | | | |
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OP \$40.00 2155049

TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT

This Trademark, Trade Name and Domain Name Assignment ("**Assignment**") is made by Inlet Fish Producers, Inc., an Alaska corporation, ("**IFP**") and Inlet Fisheries Inc., ("**IFT**") and collectively with IFP, ("**Assignor**"), in favor of North Pacific Seafoods, Inc., a Washington corporation ("**Assignee**"), pursuant to that certain Asset Purchase Agreement dated as of June 29, 2015 by and among IFP, and Vincent Goddard among others (collectively, the "**Sellers**") and Assignee (the "**Purchase Agreement**"), under which Sellers have agreed to sell, transfer and assign all or substantially all of the assets of Sellers to Assignee. Capitalized terms used but not otherwise defined in this Assignment have the meaning set forth in the Purchase Agreement.

Assignor and Assignee hereby agree as follows.

1. **Definitions.** In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

"**Domain Name**" or "**Domain Names**" means the domain names listed on the attached Schedule A.

"**Seller Web Site Content**" means the aspects of the domain located at any Seller Web Site that may be perceived by the person accessing the Seller Web Sites and/or that constitute the underlying code or programming infrastructure. Seller Web Site Content includes but is not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text and other materials on a Seller Web Site and the Trademarks used in connection with a Seller Web Site. Seller Web Site Content also includes any code used to create any element of the Seller Web Site Content.

"**Seller Web Sites**" means the Seller Web site located at WWW.EASTERNFISH.COM and all Web sites located at all Domain Names together with all urls owned and/or controlled by Assignor and listed on Schedule A.

"**Trade Name**" or "**Trade Names**" means the trade names listed on the attached Schedule A.

"**Trademarks**" means any trademark, service mark, logo, logotype, design, image, graphic, artwork, word, trade dress, identifier of any of the foregoing and any other indicia of source or origin of an entity or product or service, including, without limitation, the trademarks and associated design images listed on the attached Schedule A.

"**Trademark Applications and Registrations**" means any applications or registrations for any Trademarks listed on the attached Schedule A.

"**Trade Name Applications and Registrations**" means any applications or registrations for any Trade Names listed on the attached Schedule A.

2. **Trademark Assignment.** Effective at the Closing, Assignor hereby assigns, transfers and contributes to Assignee, all of Assignor's right, title and interest in and to the Trademarks and Trademark Applications and Registrations listed on Schedule A, together with any and all goodwill associated with such Trademarks and Trademark Applications and Registrations.

3. **Trade Name Assignment.** Effective at the Closing, Assignor hereby assigns, transfers and contributes to Assignee, all of Assignor's right, title and interest in and to the Trade Names and Trade Name Applications and Registrations listed on Schedule A, together with any and all goodwill associated with such Trade Names and Trade Name Applications and Registrations and covenants not to use the Trade Names for its own use or benefit.

4. **Domain Name Assignment.** Effective at the Closing, Assignor hereby assigns, transfers and contributes to Assignee, all of Assignor's right, title and interest in and to the registrations of the Domain Names listed on Schedule A to this Assignment, together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights to the Domain Names, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with the Domain Names.

5. **Seller Web Site Content Assignment.** Effective at the Closing, Assignor hereby assigns, transfers and contributes to Assignee, all of its right, title and interest in and to any Seller Web Site Content, together with any together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights in or to the Seller Web Site Content, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all goodwill associated with the Seller Web Site Content.

6. **Registrar Procedures.** Assignor will take the steps required by the current procedures promulgated by the registrars that are responsible for the transfer of the registrations of the Domain Names, to transfer the registrations of the Domain Names to Assignee, by completing the required forms and any other required actions to effect the transfer of the registrations of the Domain Names to Assignee. At and after the date hereof, Assignor will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registrations of the Domain Names upon Assignee's reasonable request and the Trademarks, including filing of the assignment of trademark, in substantially the form attached as Schedule B with the United States Patent and Trademark Office.

7. **Additional Actions.** At any time after the date of this Assignment, at Assignee's request and sole expense, Assignor will execute and deliver to Assignor such other instruments and documents, and take such other actions as Assignee may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment, including, but not limited to (a) prosecuting, maintaining and enforcing the Trademarks and Trade Names and applications and registrations thereon and the Domain Names; and (b) promptly providing transfer authorization codes for the Domain Names, unlocking the Domain Names, and approving any transfer requests that are received by Assignor.

8. **Recordations.** This assignment may be filed in any or all countries of the world. Assignor hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all registrations that have been granted or may be granted upon the Trademarks in the name of Assignee, as the assignee to the entire interest therein.

9. **Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

10. **Entire Agreement.** This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Exhibits and Schedules constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks, Trade Names, Domain Names and the Seller Web Site Content. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

11. **Attorney-In-Fact.** In the event that Assignor is unable to or fails to take the necessary steps to effectuate the transfer of the Trademarks, Trade Names or Domain Names as described hereunder, then Assignor hereby irrevocably appoints Assignee and its agents as its attorney-in-fact to execute any necessary documents, authorize any transfers and to take such actions as are necessary to effectuate the transfer of the Trademarks, Trade Names or Domain Names to Assignee.

This Assignment is effective as of June 26 2015.

ASSIGNOR:

INLET FISH PRODUCERS, INC.

an Alaska corporation

By: Vincent L Goddard
Name: Vincent Goddard
Title: **PRESIDENT**

INLET FISHERIES, INC.

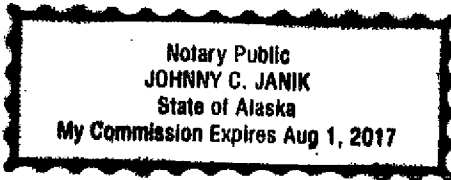
an Alaska corporation

By: Vincent L Goddard
Name: Vincent Goddard
Title: **PRESIDENT**

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 26th day of June, 2015, personally appeared before me, Vincent Goddard, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his voluntary act and deed, and as President of Inlet Fisheries, Inc. and President of Inlet Fish Producers, Inc., did execute the same for the uses and purposes therein set forth.

[SEAL OR STAMP]



Johnny C Janik
[Print/Type Name]

NOTARY PUBLIC in and for the State of Alaska

My commission expires Aug 1, 2017.

[Signature Page to Trademark, Trade Name and Domain Name Assignment]

SCHEDULE A

List of Trademarks, Trade Names, Domain Names and Social Media Sites

Trademarks:

| Mark | Owner of Record | Serial/ Registration No. | Status |
|--------------|-----------------------|--------------------------------|--------|
| INLET SALMON | Inlet Fisheries, Inc. | Ser. No. 75345826 | LIVE |

Common Law Marks: [please identify]

N/A VLG

Trade Names:

[please identify]

N/A VLG

Domain Names:

| Domain | Owner of Record | Administrative Contact | Registrar | Expiration Date |
|---------------|--------------------|------------------------|-----------|--------------------|
| inletfish.com | | | | |

Social Media Sites:

[please identify]

N/A VLG