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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM534747 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 NUNC PRO TUNC ASSIGNMENT

 EFFECTIVE DATE:
 05/31/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ralco Nutrition, Inc.		08/01/2019	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	The tru Shrimp Company		
Street Address:	330 3rd Street		
City:	Balaton		
State/Country:	MINNESOTA		
Postal Code:	56115		
Entity Type:	Corporation: MINNESOTA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87822523	TIDAL BASIN

CORRESPONDENCE DATA

Fax Number: 9526972631

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a few number, if provided if that is unsuccessful, it will be sent via US Mail.

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9523972632

Email: docketing@billionarmitage.com

Correspondent Name: Benjamin C. Armitage **Address Line 1:** 7401 Metro Blvd.

Address Line 2: Suite 425

Address Line 4: Minneapolis, MINNESOTA 55439

NAME OF SUBMITTER:Benjamin C. Armitage/SIGNATURE:/Benjamin C. Armitage/DATE SIGNED:08/01/2019

Total Attachments: 4

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> TRADEMARK REEL: 006711 FRAME: 0282

Ralco Nutrition, Inc., a corporation organized under the laws of Minnesota and having an office and place of business at 1600 Hahn Road, Marshall, Minnesota 56258 (hereinafter referred to as the "ASSIGNOR"), is the record owner of all right, title, and interest in and to the trademark application TIDAL BASIN, a standard character mark, which rights include ownership of U.S. Trademark Application No. 87/822,523, which covers "Water storage basins for collecting, storing and cycling water in a manner replicating natural ocean currents used as a component in an aquaculture system for cultivating animals in a water environment" (the "Application"), and all common law rights thereto (collectively, the "Trademarks").

The trū Shrimp Company, a corporation organized under the laws of Delaware and having an office and place of business at 330 3rd Street, Balaton, Minnesota 56115 (hereinafter referred to as the "ASSIGNEE"), had previously acquired, on May 31, 2017, the entire right, title, and interest in and to said Trademarks and any associated Goodwill, making ASSIGNEE the owner in fact of the Trademarks. The parties desire to memorialize this fact in writing and to record this change of ownership with the U.S. Patent and Trademark Office and elsewhere as necessary to reflect the transfer of rights.

Assignment. In consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the ASSIGNOR hereby assigns nunc protunc as of May 31, 2017, to ASSIGNEE all its right, title, and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, and the right to sue and recover for past, present, and future infringements, dilution, and other violations in law or equity concerning the Trademarks.

Release. The ASSIGNEE assumes, <u>nunc pro tunc</u> as of May 31, 2017, all duties and obligations of the ASSIGNOR as would have been assumed by the ASSIGNOR had this Assignment not been made, and the ASSIGNOR is hereby released from all its duties, obligations, and liabilities with respect to the Trademarks.

Disclaimer. NOTWITHSTANDING ANYTHING IN THIS ASSIGNMENT TO THE CONTRARY, THE TRADEMARKS ARE ASSIGNED AND ASSUMED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND THE ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND.

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Limitation of Liability. AS ADDITIONAL CONSIDERATION TO THE ASSIGNOR, WITHOUT WHICH THE ASSIGNOR WOULD NOT EXECUTE THIS NUNC PRO TUNC ASSIGNMENT, WITH RESPECT TO THE TRADEMARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE, THE ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY WHATSOEVER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS ASSIGNMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Execution in Counterpart. This Assignment may be signed in counterpart, meaning that not all signatures need to appear on the same page of the Assignment for it to be effective.

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TRADEMARK REEL: 006711 FRAME: 0284

ASSIGNOR:

Ralco Nutrition, Inc.

Brian Knochenmus

President

ASSIGNEE:

The trū Shrimp Company

Michael Ziebell President and CEO

RECORDED: 08/01/2019

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TRADEMARK REEL: 006711 FRAME: 0286