

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grupo Deli de Honduras S.A.		11/13/2018	Corporation: HONDURAS
RECEIVING PARTY DATA			
Name:	True North Seafood, Inc.		
Street Address:	874 Main Street		
City:	Blacks Harbour NB		
State/Country:	CANADA		
Postal Code:	E5H 1E6		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2134833	SEABROOK	
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>			
Phone:	2076719271		
Email:	afrawley@eatonpeabody.com		
Correspondent Name:	Alfred Frawley		
Address Line 1:	100 Middle Street		
Address Line 2:	P.O. Box 15235		
Address Line 4:	Portland, MAINE 04112		
ATTORNEY DOCKET NUMBER:	Cooke Aqua		
DOMESTIC REPRESENTATIVE			
Name:	Alfred Frawley		
Address Line 1:	100 Middle Street		
Address Line 2:	P.O. Box 15235		
Address Line 4:	Portland, MAINE 04112		
NAME OF SUBMITTER:	Alfred C. Frawley		
SIGNATURE:	/afrawley01082020/		

CH \$40.00 2134833

DATE SIGNED:	01/08/2020
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment Agreement") is made and entered into as of November 13, 2018 (the "Effective Date"), by and among Seajoy Seafood Corporation, a Florida corporation ("Seajoy"), Inversiones Argeoli S.d. R.L., a Panama company ("Argeoli" and, together with Seajoy, the "Assignors") and True North Seafood, Inc., a Delaware corporation (the "Asset Purchaser") and Cooke Seafood Panama Inc., a Panama company (the "Stock/Asset Purchaser" and together with the Asset Purchaser, the "Assignees").

WHEREAS, the Purchasers, the Sellers and the Owners entered into that certain Purchase Agreement, dated as of November 13, 2018 (the "Purchase Agreement").

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignors agreed to and did, among other things, sell, assign, transfer, convey, and deliver to the Assignees all of the Assignor's right, title, and interest in and to all Business Owned IP, including the trademarks specified on Schedule A hereto (all of which collectively constitute the "Assigned IP").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.
2. The Assignors hereby confirm having sold, assigned, transferred, conveyed, and delivered pursuant to the Purchase Agreement, and do hereby sell, assign, transfer, convey, and deliver, to the Assignees, and the Assignees confirms having purchased, acquired, and accepted, and does hereby purchase, acquire, and accepted, from the Assignors, all of the Assignors' right, title, and interest in, to, and under the Assigned IP, including all goodwill associated therewith, all copyright rights included in the Assigned IP, and all rights of action and remedies for past, present, and future infringements of any of the Assigned IP, in each case, free and clear of all Liens, the same to be held and fully enjoyed by the Assignees, its successors, assigns and other legal representatives.
3. The Assignors shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by the Assignees to document and record with the appropriate authorities the aforesaid assignment and transfer, including all steps that may be reasonably necessary to effect the foregoing assignment.
4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Assignees:

TRUE NORTH SEAFOOD, INC.

By: 

Name: Rodney D. Gould

Title: Chief Legal Officer

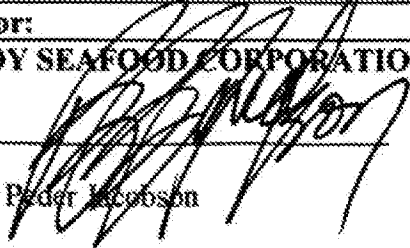
COOKE SEAFOOD PANAMA INC.

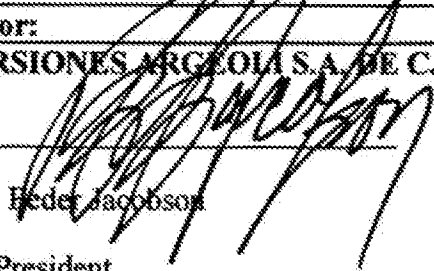
By: 

Name: Andrés Parodi Taibo

Title: Director/President

[Signature page to Intellectual Property Assignment]

Assignor:
SEAJAY SEAFOOD CORPORATION
By: 
Name: Peder Jacobson
Title: President
Date: 11/12/18

Assignor:
INVERSIONES ARGEOL S.A. DE C.V.
By: 
Name: Heder Jacobson
Title: President
Date: 11/12/18

[Signature Page to Intellectual Property Agreement]

Schedule A

Trademarks

Owner	Mark	U.S. Registration Date	U.S. Registration No.	U.S. Serial No.
Grupo Deli de Honduras S.A. de C.V.	Seabrook	February 3, 1998	2134833	74728428
Inversiones Agricosta, S.A.	C Joy	January 16, 1990	1577958	73801719
Inversiones Agricosta, S.A.	Nature, Nurtured... Naturally	September 15, 2015	4813177	85677950
Inversiones Agricosta, S.A.	Seagoy	February 12, 2002	2538444	74728427
Inversiones Agricosta, S.A.	The Future Is Sustainable	September 26, 2012	4978300768	85738