

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617880

| | | | |
|---|--|--------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Peter Pan Seafoods, Inc. | | 12/31/2020 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Peter Pan Seafood Company, LLC | | |
| Street Address: | 3015 112th Avenue NE, Suite 100 | | |
| City: | Bellevue | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98004 | | |
| Entity Type: | Limited Liability Company: ALASKA | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4704408 | OCEAN WATCH | |
| Registration Number: | 3418025 | PETER PAN | |
| Registration Number: | 2265120 | OCEANIC | |
| Registration Number: | 1968271 | SEAKIST QUALITY SEAFOOD | |
| Registration Number: | 1918184 | SEABLENDS | |
| Registration Number: | 1911603 | PETER PAN SEAFOODS, INC. | |
| Registration Number: | 1370383 | SEABLENDS | |
| Registration Number: | 1072324 | PETER PAN | |
| Registration Number: | 1025348 | GILL NETTERS BEST | |
| Registration Number: | 1009995 | P | |
| Registration Number: | 1009994 | DOUBLE Q | |
| Registration Number: | 0375248 | GILL NETTERS BEST | |
| Registration Number: | 0850308 | HUMPTY DUMPTY | |
| Registration Number: | 0849905 | DEMING'S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637806 | | |
| <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: | 3128637198 | | |

OP \$365.00 4704408

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.714

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 12/31/2020

Total Attachments: 12

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ASSIGNMENT AND ASSUMPTION OF PROPRIETARY RIGHTS

This Assignment and Assumption of Proprietary Rights (this "Assignment"), is entered into and made effective as of December 31, 2020 (the "Effective Date"), by and between Peter Pan Seafood Company, LLC, an Alaska limited liability company (the "Buyer"), and Peter Pan Seafoods, Inc., a Washington corporation (the "Seller").

RECITALS

WHEREAS, the Seller, the Seller's parent company, Maruha Capital Investment, Inc., a Washington corporation, and Northwest Fish Company, LLC, a Washington limited liability company ("NWFC"), are parties to that certain Asset Purchase Agreement, dated October 31, 2020, pursuant to which the Seller agreed to sell, convey, assign, transfer and deliver to NWFC, and NWFC agreed to purchase, acquire and accept from the Seller, all of the Seller's right, title and interest in and to the Acquired Proprietary Rights (the "Purchase Agreement"). NWFC subsequently assigned all of its right, title and interest in and to the Purchase Agreement to the Buyer, the effect of which was to cause the Buyer to assume all rights, obligations and duties of NWFC under the Purchase Agreement, in all respects; and

WHEREAS, by execution of this Assignment the Seller desires to effect the transfer, assignment and conveyance to the Buyer, and the Buyer desires to accept and assume the transfer, assignment and conveyance of all of the Seller's right, title and interest in and to the Acquired Proprietary Rights, including all of the trademarks listed on Exhibit A and all goodwill therein (the "Assigned IP").

AGREEMENT

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

1. Defined Terms. Capitalized terms used but not defined in this Assignment have the meanings given in the Purchase Agreement.
2. Assignment of Assigned IP. The Seller hereby transfers, assigns and conveys to the Buyer, and the Buyer hereby accepts the transfer, assignment and conveyance of, all of the Seller's right, title and interest in and to the Assigned IP, free and clear of all Encumbrances.
3. Recordation and Further Actions. The Seller will execute and deliver any additional documents and perform such additional acts that may be reasonably necessary or desirable to assist the Buyer (or its successors or assigns) in the implementation, recordation or perfection of this Assignment and the Buyer's interest in and to the Assigned IP assets, and to secure, enforce, maintain and defend the assigned rights.
4. Due Authorization. The Seller hereby authorizes and requests the Commissioner of Patents of the United States, Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority and/or internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Assigned IP assets to and in the name of the Buyer.
5. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the state of Washington without giving effect to the principles of conflicts of law thereof.

6. Construction: Severability. This Assignment is delivered pursuant to and is subject to the terms of the Purchase Agreement. In the event that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Assignment may be executed by transfer of an originally signed document by facsimile or e-mail in PDF format, each of which will be as fully binding as an original document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Proprietary Rights to be executed and delivered as of the date first written above.

SELLER:

Peter Pan Seafoods, Inc.,
a Washington corporation

By: 
Name: Barry D. Collier
Title: President and Chief Executive Officer

BUYER:

Peter Pan Seafood Company, LLC,
an Alaska limited liability company

By: _____
Name: David Stewart
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Proprietary Rights to be executed and delivered as of the date first written above.

SELLER:

Peter Pan Seafoods, Inc.,
a Washington corporation

By: _____
Name: Barry D. Collier
Title: President and Chief Executive Officer

BUYER:

Peter Pan Seafood Company, LLC,
an Alaska limited liability company

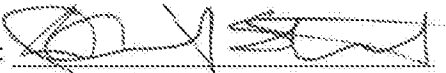
By:  _____
Name: David Stewart
Title: Secretary


Exhibit A

[See attached]

| DUE DATE | ACTION NAME | MARK | COUNTRY | GOODS / SERVICES | REG NO. | FILE DATE | REG DATE |
|------------|----------------------|--|---------|--|---------|------------|------------|
| 02/13/2030 | RENEWAL DUE | GILL NETTERS BEST (Stylized) | USA | 29 - Canned salmon | 375248 | 09/01/1939 | 02/13/1940 |
| 03/17/2021 | AFFIDAVIT OF USE DUE | OCEAN WATCH | USA | 16 - Publications, namely, newsletters and bulletins in the field of the fishing industry 35 - Providing a website featuring information about the fishing industry | 4704408 | 04/23/2013 | 03/17/2015 |
| 09/18/2021 | DECLARATION OF USE | PETER PAN | MEXICO | 29 - Fish, shellfish and seafood; frozen, fresh and preserved fish; fresh, frozen and preserved salmon; fresh, frozen and preserved crab meat; crab, shrimp; imitation scallops and imitation crab meat. | 1923830 | 06/08/2018 | 09/18/2018 |
| 10/15/2021 | RENEWAL DUE | PETER PAN | CANADA | Fresh, frozen and canned salmon; fresh and frozen crab meat; and canned shrimp | 216623 | 08/01/1975 | 10/15/1976 |
| 03/17/2025 | RENEWAL DUE | OCEAN WATCH | USA | 16 - Publications, namely, newsletters and bulletins in the field of the fishing industry 35 - Providing a website featuring information about the fishing industry | 4704408 | 04/23/2013 | 03/17/2015 |
| 05/06/2025 | RENEWAL DUE | DOUBLE Q P and Design | USA | 29 - Fresh, canned, frozen and otherwise processed seafoods | 1009994 | 04/22/1974 | 05/06/1975 |
| 05/06/2025 | RENEWAL DUE | | USA | 29 - Fresh, canned, frozen and otherwise processed seafoods | 1009995 | 04/22/1974 | 05/06/1975 |
| 08/15/2025 | RENEWAL DUE | PETER PAN SEAFOODS, INC. and Design | USA | 29 - Canned fish, shrimp and crab, frozen fish, and frozen crab | 1911603 | 06/23/1994 | 08/15/1995 |
| 09/12/2025 | RENEWAL DUE | SEABLENDS and Design | USA | 29 - Seafood | 1918184 | 07/05/1994 | 09/12/1995 |
| 11/12/2025 | RENEWAL DUE | SEABLENDS | USA | 29 - Imitation scallops and imitation crab meat | 1370383 | 05/28/1985 | 11/12/1985 |
| 11/18/2025 | RENEWAL DUE | GILL NETTERS BEST | USA | 29 - Processed seafoods | 1025348 | 02/18/1975 | 11/18/1975 |

Updated: August 15, 2019

1. Trademark Portfolio Status Chart | Prepared by: Davis Wright Tremaine LLP

| DUE DATE | ACTION NAME | MARK | COUNTRY | GOODS / SERVICES | REG NO. | FILE DATE | REG DATE |
|------------|-------------|--|-----------------------|---|---------|------------|------------|
| 02/06/2026 | RENEWAL DUE | PETER PAN | BENELUX | 29 - Canned salmon, shrimp and crab, frozen salmon and frozen king crab | 415924 | 02/06/1986 | 02/06/1996 |
| 02/06/2026 | RENEWAL DUE | SEABLENDS | BENELUX | 29 - imitation scallops and imitation crab meat in International Class 29 | 415923 | 02/06/1986 | 02/06/1986 |
| 03/20/2026 | RENEWAL DUE | PETER PAN | FRANCE | 29 - Canned salmon, shrimp and crab; frozen salmon, crab, and king crab | 1346936 | 03/20/1986 | 03/20/1986 |
| 03/20/2026 | RENEWAL DUE | SEABLENDS | FRANCE | 29 - imitation scallops and imitation crab meat, in International Class 29 | 1346935 | 03/20/1986 | 03/20/1986 |
| 04/06/2026 | RENEWAL DUE | SEAKSI QUALITY SEAFOOD and Design  | USA | 29 - Frozen seafood | 1968271 | 04/06/1995 | 04/16/1996 |
| 02/03/2027 | RENEWAL DUE | PETER PAN | AUSTRALIA | 29 - Canned salmon, shrimp and crab, frozen salmon and frozen king crab | 439974 | 02/03/1986 | 02/03/1986 |
| 08/30/2027 | RENEWAL DUE | PETER PAN | USA | 29 - Canned salmon, and crab, frozen salmon and frozen king crab | 1072324 | 01/14/1977 | 08/30/1977 |
| 03/17/2028 | RENEWAL DUE | PETER PAN | EUROPEAN UNION (EUTM) | 29 - Fish, shellfish and seafood | 6757413 | 03/17/2008 | 11/03/2008 |
| 04/28/2028 | RENEWAL DUE | DEMING'S | UNITED KINGDOM | 29 - Fish, seafood and meat, all being canned or frozen; and fruits and vegetable | 1077681 | 04/28/1977 | 04/28/1977 |
| 04/29/2028 | RENEWAL DUE | PETER PAN | USA | 29 - Seafood | 3418025 | 08/17/2007 | 04/29/2008 |
| 05/28/2028 | RENEWAL DUE | DEMING'S | USA | 29 - Canned and frozen seafoods | 849905 | 03/13/1967 | 05/28/1968 |
| 06/04/2028 | RENEWAL DUE | HUMPTY DUMPTY and Design | USA | 29 - Canned seafoods | 850308 | 03/13/1967 | 06/04/1968 |

| DUE DATE | ACTION NAME | MARK | COUNTRY | GOODS / SERVICES | REG NO. | FILE DATE | REG DATE |
|------------|-------------|-----------|---------|--|-----------|------------|------------|
| 06/08/2028 | RENEWAL DUE | PETER PAN | MEXICO | 29 - Fish, shellfish and seafood; frozen, fresh and preserved fish; fresh, frozen and preserved salmon; fresh, frozen and preserved crab meat; crab, shrimp; imitation scallops and imitation crab meat. | 1923830 | 06/08/2018 | 09/18/2018 |
| 07/23/2029 | RENEWAL DUE | PETER PAN | BRAZIL | 29 - Fish, shellfish and seafood; frozen and canned fish; fresh, frozen and canned salmon; fresh and frozen crab meat; canned crab; canned shrimp; imitation scallops and imitation crab meat. | 914791710 | 06/04/2018 | 07/23/2019 |
| 07/27/2029 | RENEWAL DUE | OCEANIC | USA | 29 - Frozen seafood | 2265120 | 09/17/1998 | 07/27/1999 |
| 12/12/2031 | RENEWAL DUE | SEABLENDS | CANADA | 29 - Imitation scallops and imitation crab meat | TMA321687 | 08/16/1985 | 12/12/1986 |

7.6.5

| Service | AccountNumber | Type | Account Holder | Auto Rene\ |
|---|---------------|----------------------|--------------------|------------|
| Private Registration (peterpanseafood.com) | 23580317 | Private Registration | Peter Pan Seafoods | On |
| Private Registration (peterpanseafood.info) | 23580317 | Private Registration | Peter Pan Seafoods | On |
| Private Registration (peterpanseafood.net) | 23580317 | Private Registration | Peter Pan Seafoods | On |
| Private Registration (peterpanseafoods.com) | 23580317 | Private Registration | Peter Pan Seafoods | On |
| Private Registration (peterpanseafoods.net) | 23580317 | Private Registration | Peter Pan Seafoods | On |
| Private Registration (ppsf.com) | 23580317 | Private Registration | Peter Pan Seafoods | On |
| Private Registration (ppsf.net) | 23580317 | Private Registration | Peter Pan Seafoods | On |
| Private Registration (ppsf.site) | 23580317 | Private Registration | Peter Pan Seafoods | On |
| Web Forwarding (peterpanseafood.com) | 23580317 | Web Forwarding | Peter Pan Seafoods | On |
| Web Forwarding (peterpanseafood.info) | 23580317 | Web Forwarding | Peter Pan Seafoods | On |
| Web Forwarding (peterpanseafoods.com) | 23580317 | Web Forwarding | Peter Pan Seafoods | On |
| Web Forwarding (ppsf.net) | 23580317 | Web Forwarding | Peter Pan Seafoods | On |
| Web Forwarding (ppsf.site) | 23580317 | Web Forwarding | Peter Pan Seafoods | On |
| peterpanseafood.com | 23580317 | Domain Name | Peter Pan Seafoods | On |
| peterpanseafood.info | 23580317 | Domain Name | Peter Pan Seafoods | On |
| peterpanseafood.net | 23580317 | Domain Name | Peter Pan Seafoods | On |
| peterpanseafoods.com | 23580317 | Domain Name | Peter Pan Seafoods | On |
| peterpanseafoods.net | 23580317 | Domain Name | Peter Pan Seafoods | On |
| ppsf.com | 23580317 | Domain Name | Peter Pan Seafoods | On |
| ppsf.net | 23580317 | Domain Name | Peter Pan Seafoods | On |
| ppsf.site | 23580317 | Domain Name | Peter Pan Seafoods | On |