

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM621575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OLD BBF, LLC		01/31/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BUMBLE BEE FOODS, LLC		
Street Address:	280 10th Avenue		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0770058	BEACH CLIFF	
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:	8584879300		
Email:	blila@mandourlaw.com		
Correspondent Name:	Ben T. Lila		
Address Line 1:	8605 Santa Monica Blvd., Suite 1500		
Address Line 2:	MANDOUR & ASSOCIATES, APC		
Address Line 4:	Los Angeles, CALIFORNIA 90069		
NAME OF SUBMITTER:	Ben T. Lila		
SIGNATURE:	/Ben T. Lila/		
DATE SIGNED:	01/21/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and to be effective as of January 31, 2020, by and between OLD BBF, LLC (fka Bumble Bee Foods, LLC), a Delaware limited liability company, located at 280 10th Avenue, San Diego, California 92101, ("Assignor"), and BUMBLE BEE FOODS, LLC (fka Tonos US, LLC), a Delaware limited liability company located at 280 10th Avenue, San Diego, California 92101 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement, dated as of the date hereof (the "Agreement"), Assignor has assigned all right, title and interest in and to the US Business Assigned IP Assets (as defined by reference therein), including any and all trademark registrations and pending trademark applications listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the US Business Assigned IP Assets, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the "USPTO"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows: Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, the Assignor hereby conveys, assigns, and transfers to the Assignee all of the Assignor's right, title and interest in, to and under (i) the Trademarks, (ii) all goodwill connected with and symbolized by the Trademarks, and (iii) and all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to the Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present and/or future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding anything to the contrary contained herein, the US Business Assigned IP Assets shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the transfer, assignment and/or conveyance of the US Business Assigned IP Assets hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC 1051(c) or (d), unless and until such time that the transfer, assignment and/or conveyance of the US Business Assigned IP Assets hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend

that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the US Business Assigned IP Assets.

THIS TRADEMARK ASSIGNMENT AND ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY LAW OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED, EXCEPT TO THE EXTENT THAT SUCH LAWS ARE SUPERSEDED BY THE BANKRUPTCY CODE.

This Trademark Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each party has caused this Trademark Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR

OLD BBF, LLC (fka Bumble Bee Foods, LLC)

By: 

Name: Albert Altro

Title: Wind Up Officer

SCHEDULE 1 Trademark Registrations and Applications

- BEACH CLIFF, U.S. Trademark Reg. No. 770,058