

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of August 14, 2015, is made and entered into by and among State Fish Co., Inc., a California corporation ("Seller"), and J. DeLuca Fish Company, Inc., a California corporation ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Settlement Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer, among others, have entered into that certain Settlement Agreement, dated as of July 20, 2015 (the "Settlement Agreement"), whereby Seller has agreed to sell and Buyer has agreed to purchase the following assets (collectively, the "Purchased Assets"): (i) pursuant to sections 3.a and 3.c of the Settlement Agreement, and Exhibit D to the Settlement Agreement as modified and agreed to by and between Buyer and Seller, all personal property located at the Ventura Facility and the Market Facility (as hereinafter defined) associated with offloading, transporting, and processing wet fish, subject to the exceptions set forth in paragraphs 3.c and 4.b of the Settlement Agreement, and (ii) pursuant to section 4.a of the Settlement Agreement, any furniture, fixtures and equipment associated with the Fish Businesses, subject to the exceptions set forth in paragraph 4.b of the Settlement Agreement; and

WHEREAS, pursuant to section 3.a of the Settlement Agreement Seller has agreed to assume and assign to J. DeLuca Fish Company, Inc. as of the Closing Date, pursuant to section 365 of the Bankruptcy Code the Transferred Leases (as hereinafter defined); and

WHEREAS, pursuant to the Settlement Agreement, Seller and Buyer desire to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Settlement Agreement and the Compromise Order:

1. Purchased Assets. Effective as of the Closing, Seller hereby sells, conveys, delivers, transfers and assigns to Buyer, on an "As-Is Basis" in accordance with section 17 of the Settlement Agreement and section 2316(3)(a) of the California Commercial Code, all of Seller's right, title and interest in and to the Purchased Assets as specified in the Settlement Agreement and Compromise Order, free and clear of any lien, claim or encumbrance held by any of the Parties to the Settlement Agreement.

2. Transferred Leases. Effective as of the Closing, Seller hereby assigns, transfers and grants to Buyer, on an "As-Is Basis" in accordance with section 17 of the Settlement Agreement, with all necessary consents to assignment have been obtained, and Buyer hereby assumes, all of the obligations, responsibilities and liabilities of Seller in and to the following leasehold interests currently owned by State Fish (collectively, the "Transferred Leases"): (a) a leased facility from the Ventura Port District located at 1449 Spinnaker Dr., Suite "D", Ventura, California (the "Ventura Facility"), and (b) a leased facility from the Port of Los Angeles located

at stalls 2190, 2192, and 2194 Signal Place, San Pedro, California (the "Market Facility"), and Buyer agrees that it will hereafter keep, pay, perform, discharge and fulfill its obligations pursuant to such Transferred Leases, and that it will hereafter be bound by all of the terms, covenants and conditions contained therein.

3. Settlement Agreement and Compromise Order. This Agreement and the provisions hereof are subject to the terms and conditions set forth in the Settlement Agreement and the Compromise Order. Buyer and Seller hereby acknowledge and agree that the provisions of this Agreement shall not limit the full force and effect or survival of the terms and provisions of the Settlement Agreement or the Compromise Order. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Settlement Agreement or the Compromise Order, the terms and provisions of the Settlement Agreement or the Compromise Order shall prevail, govern and control in all respects without limitation.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any signature page delivered by email or facsimile shall be binding to the same extent as an original signature page.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

6. No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns under the Settlement Agreement. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

STATE FISH CO., INC.

By: 

Name: R. Todd Neilson

Title: Trustee

J. DELUCA FISH COMPANY, INC.

By: _____

Name: John DeLuca

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

STATE FISH CO., INC.

By: _____
Name: R. Todd Neilson
Title: Trustee

J. DELUCA FISH COMPANY, INC.

By:  _____
Name: John DeLuca
Title: President