

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Aqua Star (USA), Corp.	10/05/2009
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Agent
Street Address:	55 South Lake Ave., Suite 900
Internal Address:	Attn: Portfolio Manager
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7033265
Patent Number:	7066802
Application Number:	10044062
CORRESPONDENCE DATA	
Fax Number:	(213)443-2926
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	213-617-5493
Email:	jcravitz@sheppardmullin.com
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP
Address Line 1:	333 S. Hope St., 48th Floor
Address Line 2:	Attn: J. Cravitz
Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	0BN1-067002
NAME OF SUBMITTER:	Julie Cravitz

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REEL: 023355 FRAME: 0590

Total Attachments: 18

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AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT dated as of October 5, 2009, is entered into by AQUA STAR (USA), CORP., a Washington corporation (formerly known as Admiralty Island Fisheries, Inc.) ("Debtor"), having an office at 2025 First Avenue, Suite 200, Seattle, Washington 98121, in favor of Secured Party (as defined below), which is represented by Bank of America, N.A. (formerly known as BANKAMERICA BUSINESS CREDIT, INC.), as Agent, with an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101, with reference to the following facts:

RECITALS

A. Debtor previously entered into the Loan and Security Agreement dated August 28, 1998, by and among BankAmerica Business Credit, Inc., as agent, Debtor, and the lenders party thereto (as extended, modified, renewed, restated, supplemented or amended, the "Original Loan Agreement") pursuant to which certain credit facilities were made available to Debtor.

B. In connection with the Original Loan Agreement, Debtor entered into a Patent and Trademark Security Agreement dated as of August 28, 1998, (as extended, modified, renewed, restated, supplemented or amended, the "Original IP Security Agreement"), in favor of BankAmerica Business Credit, Inc, as agent for itself and certain other lenders, pursuant to which the Debtor grant a security interest in certain of Debtor's present and future intellectual property collateral to secure, among other things, Debtor's obligations under the Original Loan Agreement.

C. Subsequent thereto, Debtor entered into the Second Amended and Restated Loan and Security Agreement dated June 30, 2005, by and among Bank of America, N.A., as agent, Debtor, and the lenders party thereto (as extended, modified, renewed, restated, supplemented or amended, the "2AR Loan Agreement") pursuant to which certain credit facilities were made available to Debtor.

D. In connection with the 2AR Loan Agreement, Debtor entered into a First Amendment to Patent and Trademark Security Agreement dated June 30, 2005, among Debtor and Bank of America, N.A., as agent for itself and certain other lenders, pursuant to which certain amendments were made to the Original IP Security Agreement and Debtor reaffirmed its obligations under the Original IP Security Agreement and acknowledged that they remained in full force and effect (the Original IP Security Agreement, as so reaffirmed and amended, the "First Amended IP Security Agreement").

E. Subsequent thereto, the 2AR Loan Agreement was amended and restated by the Third Amended and Restated Loan and Security Agreement dated as of September 30, 2007, among Bank of America, N.A., as agent, Debtor, and the lenders party thereto (as

extended, modified, renewed, restated, supplemented or amended, the "3AR Loan Agreement") pursuant to which certain credit facilities were made available to Debtor.

F. In connection with the 3AR Loan Agreement, Debtor entered into a Second Amendment to Patent and Trademark Security Agreement dated September 30, 2007, among Debtor and Bank of America, N.A., as agent for itself and certain other lenders, pursuant to which certain amendments were made to the First Amended IP Security Agreement and Debtor reaffirmed its obligations under the First Amended IP Security Agreement and acknowledged that they remained in full force and effect (the First Amended IP Security Agreement, as so reaffirmed and amended, the "Second Amended IP Security Agreement").

G. Concurrently herewith, the 3AR Loan Agreement is being amended and restated by the Fourth Amended and Restated Loan and Security Agreement dated as of October 5, 2009, by and among Debtor, Aqua Star (Europe), LLP, an English limited liability partnership ("UK Borrower", and together with the Debtor, the "Borrowers"), each lender from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Bank of America, N.A., as Agent ("Agent"), and Bank of America, N.A., London Branch, as UK Agent ("UK Agent") (as originally executed or as it may from time to time be extended, modified, renewed, restated, supplemented or amended, the "Loan Agreement") pursuant to which certain credit facilities are being made available to Borrowers.

H. In connection with the Loan Agreement and as a condition to the availability of the credit facilities being made available thereunder, Debtor is required to enter into this Amended and Restated Patent and Trademark Security Agreement (as originally executed or as it may from time to time be extended, modified, renewed, restated, supplemented or amended, the "Agreement") which amends and restates (but without novation) the Second Amended IP Security Agreement, and to grant a security interest in all of Debtor's present and future Collateral (as defined below) to Secured Party as herein provided to secure, among other things, the Secured Obligations (as defined below).

I. Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the patents and the applications therefor described in Schedule A annexed hereto and made a part hereof, and the trademarks, trade names, terms, designs and applications therefor described in Schedule B annexed hereto and made a part hereof

AGREEMENT

1. DEFINED TERMS. Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the meanings given those terms in the Loan Agreement as though set forth herein in full. The following terms shall have the meanings respectively set forth after each:

"Secured Party" means collectively, Agent (for itself and in its capacity as Agent), UK Agent (for itself and in its capacity as UK Agent), the Lenders and the Bank Product Providers, and each of them, and any one or more of them. Subject to the terms of the Loan Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by Agent.

2. SECURITY INTEREST

NOW, THEREFORE, in order to induce Secured Party to enter into the Loan Documents to provide the aforementioned financing to Borrowers and in consideration thereof, Debtor hereby grants to Secured Party a security interest in:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any patents, whether foreign or domestic; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or any other jurisdiction or country and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule A hereto (the "Patents");

(b) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule B hereto (the "Trademarks");

(c) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

(d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Patents, Trademarks or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

3. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of any and all present and future Obligations of Borrowers to Secured Party, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing or due or to become due, including, without limitation, under or in connection with the Loan Agreement and each of the Loan Documents, as each may be modified, amended, supplemented or replaced from time to time (all the foregoing hereinafter referred to as the "Secured Obligations").

4. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Secured Obligations are outstanding):

A. All of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered patents and trademarks including without limitation the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Liens (as defined in the Loan Agreement).

B. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of, any of the Collateral without the prior written consent of Secured Party, which will not be unreasonably withheld.

C. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party an original of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

E. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from Secured Party, and shall be payable on demand together with interest at the applicable rate set forth in the Loan Documents and shall be part of the Secured Obligations secured hereby.

F. As of the date hereof, Debtor does not have any Patents or Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

G. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Patent or Trademark.

H. Debtor has not abandoned any of the Patents or Trademarks material to the conduct of the business and Debtor will not do any act, nor omit to do any act, whereby the Patents or Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Debtor will render any assistance, as Secured Party may determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Patents or Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use any person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Patents or Trademarks.

K. Debtor assumes all responsibility and liability arising from the use of the Patents or Trademarks by Debtor, and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Patent or Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

L. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor will not change the quality of the products associated with the Trademarks without the Secured Party's prior written consent. Debtor hereby grants to Secured Party the right to visit Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Loan Agreement.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder:

A. Secured Party may make use of any Patents or Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted by Debtor to Secured Party.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 5C hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 4D hereof, one or more instruments of assignment of the Patents or Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Patents and Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Documents, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: Aqua Star (USA), Corp.
2025 First Avenue, Suite 200
Seattle, Washington 98121
Attention: Chief Financial Officer
Telecopy No.: (206) 727-2892

If to Secured Party to Agent: Bank of America, N.A.
55 South Lake Avenue
Suite 900
Pasadena, California 91101
Attention: Portfolio Manager
Telecopy No. (626) 397-1275

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party shall terminate and the Collateral will be reassigned to Debtor, at Debtor's sole expense, when the Secured Obligations owed to Secured Party are paid in full in cash and performed in full and Secured Party shall have no further financing obligations to Borrowers under the Loan Documents or otherwise.

G. This Agreement amends, restates and replaces in its entirety (but without novation) the Second Amended IP Security Agreement

7. CHOICE OF LAW; CHOICE OF FORUM; SERVICE OF PROCESS; JURY TRIAL WAIVER

A. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA.

B. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, DEBTOR AND SECURED PARTY EACH CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF DEBTOR AND SECURED PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. NOTWITHSTANDING THE FOREGOING: (1) SECURED PARTY SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST DEBTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION SECURED PARTY DEEM NECESSARY OR APPROPRIATE AND (2) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

C. DEBTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS

MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO DEBTOR AT ITS ADDRESS FOR NOTICES DESIGNATED IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAIL. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF SECURED PARTY TO SERVE LEGAL PROCESS BY ANY OTHER MANNER PERMITTED BY LAW.

D. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL AT THE REQUEST OF EITHER PARTY HERETO BE DETERMINED BY BINDING ARBITRATION. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrator(s) shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuant to a provisional or ancillary remedy shall not constitute a waiver of the right of either party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

E. Notwithstanding the provisions of Section 7.D. above, no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, such controversy or claim arises from or related to an obligation to Secured Party which is secured by real estate property collateral (exclusive of real estate space lease assignments). If all the parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined as provided in Section 7.F.

F. At the request of either party a controversy or claim which is not submitted to arbitration as provided and limited in Sections 7.D. and 7.E. shall be determined by judicial reference. If such an election is made, the parties shall designate to the court a referee or referees selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court in which such proceeding was commenced.

G. No provision of Sections 7.D. through 7.G. shall limit the right of Secured Party to exercise self-help remedies such as setoff, foreclosure against or sale of any real or personal property collateral or security, or obtaining provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of either party to resort to arbitration or reference. At the Agent's or UK Agent's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

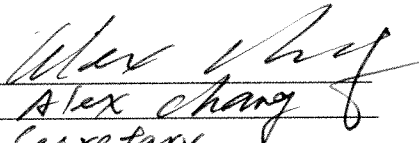
H. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBJECT TO THE PROVISIONS OF SECTION 7.4, DEBTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. DEBTOR AND SECURED PARTY EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

[Signature page follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

AQUA STAR (USA), CORP.,
a Washington corporation (formerly known
as Admiralty Island Fisheries, Inc.)

By: 
Name: Alex Chang
Title: Secretary

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

AQUA STAR (USA), CORP.,
a Washington corporation (formerly known
as Admiralty Island Fisheries, Inc.)

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent

By:  _____
Name: Robert M. Dwyer
Title: Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

KNOW ALL MEN BY THESE PRESENTS, that AQUA STAR (USA), CORP., a Washington corporation (hereinafter "Debtor"), hereby appoints and constitutes BANK OF AMERICA, N.A., in its capacity as Agent for the Secured Party referred to in the Security Agreement described below, and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any patents or trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated Patent and Trademark Security Agreement, of even date herewith, by and between Debtor and Secured Party (as originally executed or as it may from time to time be extended, modified, renewed, restated, supplemented or amended, the "Security Agreement"), and may not be revoked until indefeasible payment in full and performance in full of all Debtor's "Secured Obligations", as such term is defined in the Security Agreement and until Secured Party shall have no further financing obligations to Borrowers (as defined in the Security Agreement) under the Loan Documents(as defined in the Loan Agreement referred to in the Security Agreement) or otherwise. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of _____, 2009.

AQUA STAR (USA), CORP.,
a Washington corporation

By: _____
Name: _____
Title: _____

SCHEDULE A
to
AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Applications

OWNER	COUNTRY	TITLE OR BRIEF DESCRIPTION	APPLICATION / PATENT NO.	DATE FILED OR ISSUED
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	Pre-portioned fish fillet and method of making same	7033265	April 25, 2006
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	Pre-cut crab legs, arms and claws	7066802	June 27, 2006
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	Shrimp ring	10044062	January 10, 2002
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	Shrimp ring tray	D460897	July 30, 2002
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	Shrimp ring having tray with transparent cover	D461099	August 6, 2002
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	Pre-cut crab legs, arms and claws	2551972	July 11, 2006
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	Pre-portioned fish fillet and method of making same	2544089	April 19, 2006
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	Shrimp ring	2411023	October 31, 2002

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Trademarks / Service Marks

OWNER	COUNTRY / INT'L CLASS	TRADEMARK	APPLICATION / REGISTRATION NO.	FILING / REGISTRATION DATE
Aqua Star (USA), Corp.	U.S.A.	PURE & NATURAL	3381492	February 12, 2008
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	AQUA STAR	1709426	August 18, 1992
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	AQUA STAR and Design	1726707	October 20, 1992
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	DINNER CUT	78-861396	April 13, 2006
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	STAR CUT	3320496	October 23, 2007
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	STARTECHS	3035432	December 27, 2005
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	STARSYSTEM	3182565	December 12, 2006
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	WHEN YOU CAN'T CATCH YOUR OWN	3178047	November 28, 2006
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	AQUA STAR	3308292	October 9, 2007

OWNER	COUNTRY / INT'L CLASS	TRADEMARK	APPLICATION / REGISTRATION NO.	FILING / REGISTRATION DATE
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	AQUA STAR RESERVE	3319629	October 23, 2007
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	SIMPLY THE BEST SHRIMP	78-225678	March 14, 2003
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	SUPREME COOKED SHRIMP	2824197	March 16, 2004
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	U.S.A.	OCEAN BISTRO	2029683	January 14, 1997
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	PURELY SHRIMP	1426899	February 5, 2009
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	PURELY FISH	1426897	February 5, 2009
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	WHEN YOU CAN'T CATCH YOUR OWN	668937	July 28, 2006
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	AQUA and Design (Teardrop Design)	1248961	March 1, 2005
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	AQUA STAR RESERVE	1248960	March 1, 2005
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	AQUA STAR	668936	July 28, 2006

OWNER	COUNTRY / INT'L CLASS	TRADEMARK	APPLICATION / REGISTRATION NO.	FILING / REGISTRATION DATE
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	STARSYSTEM	728258	November 13, 2008
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	AQUA STAR	471436	February 21, 1997
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	OCEAN BISTRO	496763	June 26, 1998
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	CHOICE CUTS	460253	July 19, 1996
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	SCARLET	445029	July 7, 1995
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	STAR & Design	460244	July 19, 1996
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	AQUA and Design	460242	July 19, 1996
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	AQUA GOLD	440652	March 17, 1995
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Canada	AQUASTAR	390698	November 29, 1991
Aqua Star (USA), Corp. (formerly known as Admiralty Island Fisheries, Inc.)	Community IC 29	AQUA GOLD	4313961	April 4, 2006

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Permitted Licenses

NONE