

06-14-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101380593

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name American Seafoods International LLC

01 28 2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other limited liability company
- Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name Bank of America, N.A., as Collateral Agent

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) Bank of America Corporate Center, 7th Floor

Address (line 2) 100 N. Tryon Street, NC1-007-13-06

Address (line 3) Charlotte

North Carolina

28255

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other National Association (Bank)
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/08/2000 JSHABAZZ 00000003 75620882

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002086 FRAME: 0432**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s)         |                      |                      | Registration Number(s)                 |                      |                      |
|---|----------------------|----------------------|--|----------------------|----------------------|
| <input type="text" value="75/620,882"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2,251,816"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75/620,826"/> | <input type="text"/> | <input type="text"/> | <input type="text"/>                   | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                    | <input type="text"/> | <input type="text"/> | <input type="text"/>                   | <input type="text"/> | <input type="text"/> |

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

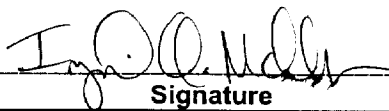
Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Ingrid O. McClintock

Name of Person Signing



Signature

2/26/00

Date Signed

TRADEMARK APPLICATIONS

| <u>Mark</u>                 | <u>Application No.</u>                      | <u>Application Status</u>                                   |
|-----------------------------|---|---|
| FROM THE OCEAN TO THE PLATE | Application filed as of<br>January 24, 2000 | No new Trademark<br>Application Number has<br>been assigned |

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AMERICAN SEAFOODS INTERNATIONAL LLC, a Delaware limited liability company (the "Assignor"), having its chief executive office at 40 Herman Melville Boulevard, New Bedford, Massachusetts, 02741 hereby assigns and grants to BANK OF AMERICA, N.A., as Collateral Agent, (the "Assignee"), with offices at Bank of America Corporate Center, 7<sup>th</sup> Floor, NC1-007-13-06, 100 North Tryon Street, Charlotte, North Carolina 28255, Attn: W. Thomas Barnett, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.


THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of January 28, 2000, as amended, supplemented or modified from time to time (the "Security Agreement").

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated

herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 28th day of January, 2000.

AMERICAN SEAFOODS INTERNATIONAL  
LLC, as Assignor

By:   
Name: Bernt O. Bodal  
Title: President & Secretary

BANK OF AMERICA, N.A., as Assignee

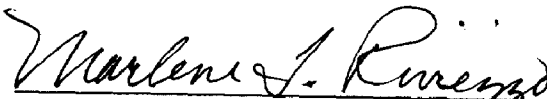
By: \_\_\_\_\_  
Name:  
Title:

STATE OF New York  
County OF New York

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2000 by Bernt O. Bodal as President & Secretary of American Seafoods International LLC, a Delaware limited liability company, on behalf of American Seafoods International LLC.

My commission expires:

Notarial Seal

  
Notary Public

MARLENE J. RIVIEZZO  
NOTARY PUBLIC, State of New York  
Exp. 12/31/2001  
6000 1st Ave. / 2001

herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 28th day of January, 2000.

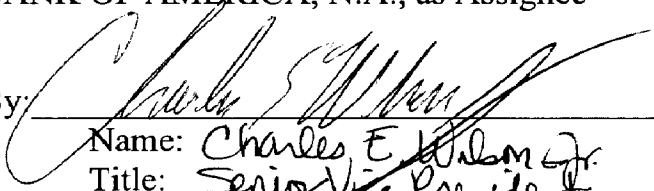
AMERICAN SEAFOODS INTERNATIONAL  
LLC, as Assignor

By: \_\_\_\_\_

Name:

Title:

BANK OF AMERICA, N.A., as Assignee

By:  \_\_\_\_\_

Name: Charles E. Wilson Jr.

Title: Senior Vice President

STATE OF \_\_\_\_\_

\_\_\_\_\_ OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2000 by \_\_\_\_\_ as \_\_\_\_\_ of American Seafoods International LLC, a Delaware limited liability company, on behalf of American Seafoods International LLC.

My commission expires:

Notarial Seal

\_\_\_\_\_  
Notary Public

**PATENTS AND PATENT APPLICATIONS**

None

**PATENT LICENSES**

None

**TRADEMARKS**

| <u>Mark</u>                                       | <u>Registration No.</u> |
|---|-------------------------|
| FROM THE COLDEST WATERS COME THE<br>HOTTEST IDEAS | 2,251,816               |

**TRADEMARK APPLICATIONS**

| <u>Mark</u>                 | <u>Applications No.</u> |
|-----------------------------|-------------------------|
| FROM THE OCEAN TO THE PLATE | See Schedule C          |
| BAYSIDE BISTRO              | 75/620,882              |
| OCEAN CRUNCH EEZ            | 75/620,826              |

**TRADEMARK LICENSES**

None



TRADEMARK APPLICATIONS

| <u>Mark</u>                 | <u>Application No.</u>                      | <u>Application Status</u>                                   |
|-----------------------------|---|---|
| FROM THE OCEAN TO THE PLATE | Application filed as of<br>January 24, 2000 | No new Trademark<br>Application Number has<br>been assigned |