

12-21-2001

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Form PTO-594 (Rev. 03/01) OMB No. 0654-0027 (exp. 5/31/2002) Tab settings



101923473

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 KeyBank National Association
 12/06/01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other National Association

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Atlantic Salmon of Maine Limited
Internal Liability Company
 Address: _____

Street Address: 57 Little River Drive
 City: Belfast State: ME Zip: 04915

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 30, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 2,134,149
2,395,650

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Melissa A. Weiland
 Internal Address: _____

 Street Address: Mundt MacGregor L.L.P.
999 Third Avenue, Suite 4200
 City: Seattle State: WA Zip: 98104

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Melissa A. Weiland Melissa A. Weiland 11/30/01
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

12/20/2001 TDIAZI 00000107 2134149
 01 FC:481
 02 FC:482
 40.00 OP
 25.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 25th day of November, 2001, by and between KEYBANK NATIONAL ASSOCIATION, a national bank with a mailing address of 32 Market Square, Houlton, Maine 04730 (the "Bank"), and DUCKTRAP RIVER FISH FARM, LLC, a Maine limited liability company with a principal place of business in Belfast, Maine and a mailing address of 57 Little River Drive, Belfast, Maine 04915 (the "Assignee").

A. Pursuant to that certain Trademark Collateral Assignment dated August 11, 2000 executed by Assignee in favor of Bank (the "Prior Assignment"), and in order to induce Bank to extend credit and to secure Assignee's obligations to Bank under that certain Unlimited Guaranty of Payment and Performance dated August 11, 2000 and that certain Revolving Loan Agreement dated August 11, 2000 (the "Obligations"), Assignee granted Bank a security interest in and assigned and conveyed to Bank Assignee's entire right, title and interest in and to certain trademarks. Pursuant to the Prior Assignment, Bank agreed that such assignment would terminate once Assignee had completely satisfied all of the Obligations.

B. Assignee having satisfied all of the Obligations, the parties now wish for Bank to assign all right, title and interest in the subject trademarks back to Assignee.

NOW, THEREFORE, for valuable consideration, Bank hereby covenants as follows:

1. Assignment. Bank hereby assigns, conveys, and returns and grants to Assignee Bank's entire right, title, and interest in and to, or arising from, all of the trademarks, service marks, trade names, and trade styles, registrations and applications (including the trademark registrations listed in the attached Schedule 1) assigned to Bank in the Prior Assignment and all products and proceeds thereof, rights to sue for past, present and future infringement, all rights and general intangibles corresponding thereto throughout the world, and all Reissues, divisions, continuations, renewals, extensions and continuations in part thereof (collectively, the "Marks").

2. Satisfaction of Prior Loan Agreement. Bank hereby warrants, agrees, and confirms that Assignee has completely satisfied the Obligations and that, as a result, Bank no longer holds any right, title or interest whatsoever in any of the Marks. Bank warrants, agrees, and confirms that the Prior Assignment is hereby terminated, cancelled, and declared of no further force and effect. Bank will no longer claim or assert any right, title or interest in or to the Marks, nor do any act or thing that

Assignment with the United States Patent and Trademark Office or with any applicable state, federal or international agency.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns.

5. Entire Agreement. Bank and Assignee hereby agree that this Assignment constitutes the entire understanding of the parties with respect to the matters contained herein and supersedes all prior or contemporaneous understandings of the parties, including but not limited to those set forth in the Prior Assignment.

6. Governing Law. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the United States of America and, to the extent applicable, the laws of the State of Maine.

EXECUTED as of the date first set forth above.

KEYBANK NATIONAL ASSOCIATION

By Brian V. Flewelling
Its Vice President

DUCKTRAP RIVER FISH FARMS, LLC

By _____
Its _____

contemplates any such right, title, or interest, nor do any act or thing to contest Assignee's right, title and interest to or in the Marks.

3. Further Acts. Bank agrees that it will do, permit, or cause to be done each and every act or thing which may be necessary to effectuate this Assignment, at the Assignee's expense including, but not limited to, filing whatever documents may be necessary to record this Assignment with the United States Patent and Trademark Office or with any applicable state, federal or international agency.

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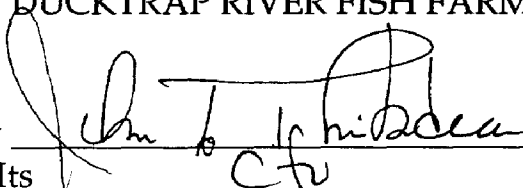
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EXECUTED as of the date first set forth above.

KEYBANK NATIONAL ASSOCIATION

By _____
Its _____

DUCKTRAP RIVER FISH FARMS, LLC

By  _____
Its CTV _____

SCHEDULE 1

Trademark Registrations

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
1,584,925	United States	February 27, 1990	"DUCKTRAP RIVER" words only
2,357,203	United States	June 13, 2000	"DUCKTRAP RIVER FISH FARM" words and design
1,584,926	United States	February 27, 1990	"KENDALL BROOK" words only

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1,584,926	United States	February 27, 1990	“KENDALL BROOK” words only
2,314,753	United States	February 1, 2000	“WINTER HARBOR”