

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nordea Bank Norge ASA	FORMERLY Christiana Bank Og Kreditkasse ASA	12/22/2006	CORPORATION: NORWAY
RECEIVING PARTY DATA			
Name:	Ducktrap River Fish Farm, LLC		
Street Address:	57 Little River Drive		
City:	Belfast		
State/Country:	MAINE		
Postal Code:	04915		
Entity Type:	LIMITED LIABILITY COMPANY: MAINE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75675754	DUCKTRAP RIVER FISH FARM	
Serial Number:	73810065	KENDALL BROOK	
Serial Number:	73810054	DUCKTRAP RIVER	
Serial Number:	75676151	WINTER HARBOR	
CORRESPONDENCE DATA			
Fax Number:	(207)772-3627		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	207-772-1941		
Email:	jemmons@dwmlaw.com		
Correspondent Name:	Jessica M. Emmons		
Address Line 1:	245 Commercial Street, P.O. Box 9781		
Address Line 4:	Portland, MAINE 04104		
NAME OF SUBMITTER:	Jessica M. Emmons		
Signature:	/Jessica M. Emmons/		

OP \$115.00 75675754

Date:

12/26/2006

Total Attachments: 4

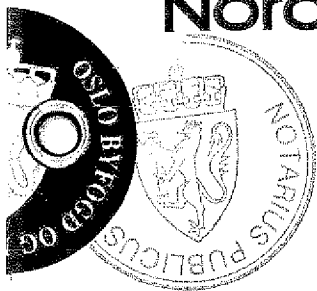
source=Termination Notice EXECUTED#page1.tif

source=Termination Notice EXECUTED#page2.tif

source=Termination Notice EXECUTED#page3.tif

source=Termination Notice EXECUTED#page4.tif

Nordea



TERMINATION NOTICE

This **TERMINATION NOTICE** is dated as of December 22, 2006, by **NORDEA BANK NORGE ASA**, a Norwegian banking corporation with its mailing address of P.O. Box 1166, N-0107, Oslo, Norway (the "Bank"), for the benefit of each of **DUCKTRAP RIVER FISH FARM, LLC**, a Maine limited liability company with a mailing address of 57 Little River Drive, Belfast, Maine 04915 ("DRFF"), **FJORD SEAFOOD USA, LLC f/k/a WINDWARD SEAFOOD, LLC**, a Florida limited liability company with a mailing address of 57 Little River Drive, Belfast, Maine 04915 ("FS"), **FJORD SEAFOOD AS**, a Norwegian corporation with a mailing address of Beddingen 8, N-0250, Oslo, Norway ("FSA") and **FJORD SEAFOOD USA HOLDING, LLC f/k/a FJORD SEAFOOD USA, LLC**, a Maine limited liability company with a mailing address of 57 Little River Drive, Belfast, Maine 04915 ("FSH").

WITNESSETH:

WHEREAS, the Bank as lender, FSA as borrower, and certain other parties entered into a certain Multicurrency Loan and Guarantee Facility Agreement dated as of February 18, 2003 (the "Loan Agreement");

WHEREAS, pursuant to the terms of the Loan Agreement, each of DRFF, FS, and FSH entered into a certain Continuing Guaranty pursuant to which each of DRFF, FS and FSH guaranteed the obligations of FSA to the Bank, each dated as of February 18, 2003 (each a "Guaranty," and collectively, the "Guaranties");

WHEREAS, pursuant to the terms of the Guaranty, FSH entered into three certain Membership Interest Pledge and Security Agreements pursuant to which FS pledged its interests in each of Atlantic Salmon of Maine Limited Liability Company, DRFF, and FS, each dated as of February 18, 2003 (collectively, the "MIPSAs");

WHEREAS, pursuant to the terms of the Loan Agreement, FSA entered into a certain Pledge of Limited Liability Company Interest dated as of February 18, 2003, pursuant to which FSA pledged its interests in FSH to the Bank, (the "PLLCI");

WHEREAS, to secure the obligations under the Guaranties, each of DRFF, FS and FSH entered into a certain Security Agreement pursuant to which each of DRFF, FS and FSH pledged certain collateral to secure their respective obligations under the Guaranties, each dated as of February 18, 2003 (collectively, the "Security Agreements");

WHEREAS, pursuant to the terms of the Guaranties, each of DRFF, FS and FSH have entered into a certain Assignment of Insurances, pursuant to which each of DRFF, FS and FSH agreed to assign all insurance policies and proceeds thereunder of each party to the Bank (the "Assignments");

WHEREAS, pursuant to the terms of the Guaranties, DRFF, FS, FSH, the Bank, and certain other parties entered into a certain Deposit Account Control Agreement dated as of

February 18, 2003, pursuant to which each of DRFF, FS and FSH granted the Bank a security interest in certain deposit accounts (the "DACA"); and

WHEREAS, the Bank has agreed to release any and all security interests and any and all liens the Bank holds in all property of DRFF, FS and FSH, subject, however, to the provisions of Section 2.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Bank hereby acknowledges and agrees as follows:

(a) The Bank no longer claims any lien on or security interest in the property of any of DRFF, FS or FSH (the "Collateral"), and hereby **TERMINATES, RELEASES AND DISCHARGES** all of the right, title, lien, interest, claim or demand whatsoever which it has or may have acquired in and to any of the Collateral.

(b) The Bank agrees to file, and authorizes the filing of, terminations and/or discharges of any filings or recordings made against any of DRFF, FS and FSH with respect to any security interests or liens under any of the Security Documents, including, without limitation, filings and recordings made with registries of deeds, secretaries of state, and the United States Patent and Trademark Office, as may be necessary to effect the provisions of this Termination Notice.

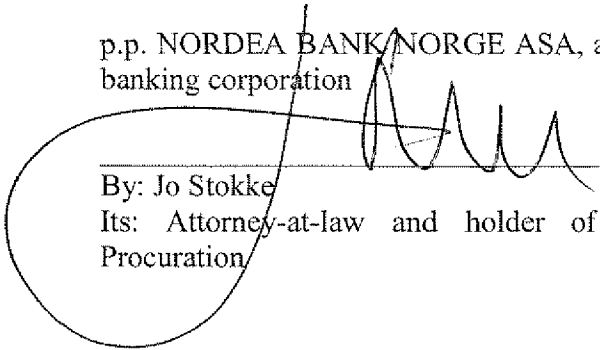
2. Notwithstanding the foregoing, for purposes of clarification and the avoidance of doubt, the PLLCI and any related financing statements filed in connection therewith (the "Remaining Security Interests") remain in full force and effect. The Remaining Security Interests shall not be terminated until immediately after the Bank has been fully repaid under the Loan Agreement from the transactions contemplated by a certain €1,100,000,000 Facility Agreement to be entered into by and between Pan Fish ASA, DnB NOR Bank ASA, and certain other parties thereto, to be dated on or about December 28, 2006. The Bank agrees that on December 28, 2006, or such other date as may be the closing date of the transactions contemplated by the Facility Agreement, the Remaining Security Interests shall be terminated as soon as the Bank has been fully repaid under the Loan Agreement, and further agrees to file, and authorizes the filing of, terminations and/or discharges of any filings or recordings made against FSA with respect to any security interests or liens in connection solely with the Remaining Security Interests, including, without limitation, filings and recordings made with registries of deeds, secretaries of state, and the United States Patent and Trademark Office, as may be necessary to effect the provisions of this Termination Notice.

[The remainder of this page is intentionally left blank. The signature page follows.]



IN WITNESS WHEREOF, Nordea Bank Norge ASA has caused this instrument to be duly executed and delivered as of the date above written.

p.p. NORDEA BANK NORGE ASA, a Norwegian banking corporation



By: Jo Stokke
Its: Attorney-at-law and holder of Power of Procuration

For the Norwegian Notary Public:



I hereby certify that this document is signed by Jo Stokke, and that he is authorised to sign alone as per power of procuracy on behalf of Nordea Bank Norge AS, enterprise number 911044110, according to the Certificate of Registration from the Register of Business Enterprises in Brønnøysund, dated 25.09.2006. his signature is certified on the basis of the signature deposited in our register of

signatories:
Oslo byfogdemøte, 21 December 2006


Notary Public
Arild Tyvand Sandal
førstekonsulent



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Country: Norway
This public document
- 2. has been signed by Arild Tyvand Sandal
- 3. acting in the capacity of Notary Public
- 4. over the seal/stamp of the Notary Public in Oslo

Certified

on the 21.12.2006

by the Governor of the counties of
Oslo and Akershus

for NL 15.100/06

10. Signature:

Børge Hånes Røed

