

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KeyBank National Association		07/18/2006	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	High Liner Foods (USA) Incorporated		
<b>Street Address:</b>	One High Liner Avenue		
<b>City:</b>	Portsmouth		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03801		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1800216	FLORESTA	
Registration Number:	1726717	GINA ITALIAN VILLAGE	
Registration Number:	2198508		
Registration Number:	1665993		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(585)295-4401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(585) 295-4400		
<b>Email:</b>	ekinsley@hblaw.com		
<b>Correspondent Name:</b>	Hiscock & Barclay, LLP		
<b>Address Line 1:</b>	2000 HSBC Plaza, 100 Chestnut Street		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	1050641		
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Kinsley		

CH \$115.00 1800216

Signature:

/elizabeth a. kinsley/

Date:

02/04/2009

Total Attachments: 3

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**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE  
 U.C.C. FILING SECTION  
 FILED 09:00 AM 06/23/2003  
 INITIAL FILING NUM: 3187617 9  
 AMENDMENT NUMBER: 0000000  
 SRV: 030411910

A. NAME & PHONE OF CONTACT AT FILER [optional]  
 Jacob A. Manheimer, (207) 791-1100

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jacob A. Manheimer, Esq.  
 Pierce Atwood  
 One Monument Square  
 Portland, ME 04101

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
 High Liner Foods (USA) Incorporated

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 One High Liner Avenue Portsmouth NH 03801 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
 01-0246085 Corporation Delaware  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
 KeyBank National Association

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 One Canal Plaza Portland ME 04101 USA

4. This FINANCING STATEMENT covers the following collateral:

All personal property as described in Exhibit A hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum  (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)  (ADDITIONAL FEE) All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
 Delaware Secretary of State

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Exhibit A to UCC-1 Financing Statement

SECURED CREDITOR: KeyBank National Association, As Lender  
DEBTOR: High Liner Foods (USA) Incorporated

(a) All inventory wherever located (including in transit), including, but not limited to, goods, merchandise and other personal property, held for sale or lease or furnished or to be furnished under a contract of service, or constituting raw materials, work in process, or material used or consumed in the Debtor's business, or consigned to others or held by others for return to the Debtor, whether now owned or subsequently acquired or manufactured and wherever located;

(b) All accounts, accounts receivable, demand deposits, "cash collateral" (as defined in 11 U.S.C. Section 363(a)), and all other debts, obligations, and liabilities in whatever form, owing to the Debtor from any person or entity, rights of the Debtor, earned or to be earned, under contracts to sell goods or render services, all of which now belong, have belonged, or will belong to the Debtor for goods sold by it or for services rendered by it, together with all guaranties and securities therefor, all right, title and interest of the Debtor in the merchandise giving rise thereto, including the right of stoppage in transit, and all goods subsequently acquired by the Debtor by way of substitution, replacement, return, repossession or otherwise.

(c) All of Debtor's equipment, machinery, furniture, furnishings, trade fixtures, fixtures, motor vehicles and all other tangible personal property of the Debtor (exclusive of Inventory), including spare parts, all whether now owned or hereafter acquired, together with any and all additions and accessions thereto and replacements thereof, as well as all of Debtor's right, title and interest in and to any such goods as may be now or hereafter held or used by or other agreements under which Debtor is or may become entitled to the use and possession thereof, and all other property constituting "equipment" as such term is defined in the Maine Uniform Commercial Code.

(d) All of Debtor's general intangibles and any and all other personal property of Debtor, other than Accounts, Inventory and Equipment including, without limitation, all tax refunds of every kind and nature to which Debtor is now or hereafter may become entitled, all other refunds, goodwill, trade secrets, computer programs, customer lists, trade names, copyrights, trademarks (including those identified in Schedule A hereto), patents, uncertificated securities, choices in action, all rights of stoppage in transit, replevin and reclamation, all indemnity agreements, guaranties, insurance policies, other contractual rights of whatever kind or nature, and all moneys, securities and other properties now or hereafter held or received by or in transit to the Bank, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all credits and balances of Debtor with Bank at any time existing, and all other property constituting "general intangibles" as such term is defined in the Maine Uniform Commercial Code.

(e) All books of account and records of every kind and nature of Debtor or of any subsidiary of Debtor, now existing or hereafter arising or created, in whatever form, including, without limitation, books, records, ledger cards, all electronically recorded data, all computer programs and computer software, tapes, disks, manuals, spreadsheets, all documentation pertaining to and contractual rights with any services bureaus, and all books and records, relating to Debtor, its business, operations, finances of properties.

(f) All property of Debtor now or hereafter affixed to real estate, including any and all (i) fixtures and improvements of Debtor now owned or hereafter acquired, now or hereafter erected, constructed, situated or affixed on or to any real property now or hereafter owned, leased, occupied or used by Debtor; and (ii) machinery, equipment, furniture, furnishings, trade fixtures or inventory of Debtor now owned or hereafter acquired, now or hereafter affixed to any of the aforementioned real property; in each case together with any and all additions and accessions thereto, replacements thereof and

(g) All chattel paper, documents, securities and instruments;

(h) Any and all additions, accessions, substitutions or replacements to or for any of the foregoing;

(i) Any and all products and proceeds of any or all of the foregoing, including, without limitation, cash, cash equivalents, tax refunds and the proceeds of insurance policies providing coverage against the loss or destruction of or damage to any of the Collateral; and

(j) All of the Debtor's after-acquired property of the kinds and types described in paragraphs (a)-(i) herein,

provided, however, that the following are specifically excluded from Collateral:

(i) Any of the Debtor's assets subject to existing liens and security interests held pursuant to that certain Term Loan Agreement, dated November 12, 1997, by and among Debtor, General Electric Capital Equipment Finance, Inc. and The Ohio National Life Insurance Company.

(ii) Property of the Debtor acquired after the date hereof subject to purchase money security interests; and

(iii) Capital stock in any Subsidiary (as defined in the Amended and Restated Loan Agreement dated as of September 18, 1998, by and between the Debtor and the Secured Party).

(W0141373.1)

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS front and back CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Marianna Mell, (316) 689-3549

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Please return to:  
 CT, a Wolters Kluwer Business  
 Attn: Melissa Rando  
 17 S. High Street/Suite 1100  
 Columbus, Ohio 43215

DELAWARE DEPARTMENT OF STATE  
 U.C.C. FILING SECTION  
 FILED 04:42 PM 07/18/2006  
 INITIAL FILING NUM: 3187617 9  
 AMENDMENT NUMBER: 6247601 8  
 SRV: 060678702

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

16. INITIAL FINANCING STATEMENT FILE #

31876179

17. This Financing Statement Amendment is to be filed (for record) (or recorded) in the  PUBLIC PUBLIC RECORDS

2.  TERMINATION: Withdrawal of the Financing Statement identified above is intended with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Withdrawal of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT: Part or entire: Give name of assignee in Item 7a or 7b and address of assignee in Item 7c. For real estate give name of assignee in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor  Secured Party of record. Check only as to items law govern. Also check one of the following three boxes (and provide appropriate information in Item 8 and/or 7).

CHANGE name and address: Please refer to the attached instructions.  DELETE name: Give correct name to be assigned in Item 8a or 8b.  ADD name: Complete Item 7a or 7b, and attach Item 7c.

8. CURRENT RECORD INFORMATION:

8a. ORGANIZATION'S NAME

KeyBank National Association

OR 8b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7e. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7f. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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7o. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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7s. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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7ar. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of debtor, if this is an Assignment, if this is an Amendment authorized by a Debtor which adds collateral or adds the obligating Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

KeyBank National Association

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Delaware Secretary of State - 665744/164928 . 1820508500 50-01

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC9) (REV. 0522/02)

REGISTRATION - 100100 CT System Online