

08-21-1998

FORM PTO-1594
1-31-92

REC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab 000000

To the Honorable Commissioner of Patents and Trademarks 100760947 at documents or copy thereof.

1. Name of conveying party(ies): **MRD**
 Omega Protein Corporation
 1717 St. James Place
 Suite 550
 Houston, Texas 77056

8-21-98

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

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

2. Name and address of receiving party(ies):
 Name: SunTrust Bank South Florida, National Association
 Internal Address: _____
 Street Address: 501 E. Las Olas Blvd.
 City Ft. Lauderdale State FL ZIP 33301

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

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

Execution Date: August 11, 1998

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/444869

1,773,799 1,827,644
 B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Pamela Allen
 Internal Address: King & Spalding
 Street Address: 191 Peachtree Street
 City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): _____ \$ 90.00
 Enclosed \$90.00
 Authorized to be charged to deposit account

8. Deposit account number: 110980
 (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.

Pamela A. Allen Pamela A. Allen 8/14/98
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 11

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
08/24/1998 JSH8BAZZ 00000038 10930 75444869
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

40.00 DP
 50.00 DP

120.00 DP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

REEL 1743 FRAME 0039

Additional Conveying Party:

Omega Protein, Inc.
1717 St. James Place
Suite 550
Houston, Texas 77056

(a Virginia corporation)

TRADEMARK SECURITY AGREEMENT
(COMPANY)

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), made as of August 11, 1998 by (a) **OMEGA PROTEIN CORPORATION**, a Nevada corporation ("Omega Protein Corporation") and (b) **OMEGA PROTEIN, INC.**, a Virginia corporation ("Omega Protein, Inc."), (Omega Protein Corporation and Omega Protein, Inc. are collectively, the "Company"), in favor of **SUNTRUST BANK, SOUTH FLORIDA, NATIONAL ASSOCIATION**, a national banking association (the "Lender").

WITNESSETH :

WHEREAS, the Company and the Lender have entered into that certain Revolving Credit Agreement, dated as of the date hereof by and between the Company and the Lender (the "Credit Agreement"); and

WHEREAS, the Company owns and uses certain trademarks registered in the United States Patent and Trademark Office, as more fully described on Exhibit A attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby and all registrations thereof, called the "Trademark Rights"); and

WHEREAS, it is a condition precedent to the extension of the Commitment that the Company enter into this Agreement, and the Company wishes to fulfill said condition precedent;

NOW, THEREFORE, in order to induce the Lender to extend the Commitment and make other financial accommodations as provided for in the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, and the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Security Agreement" shall mean that certain Security Agreement (Company), dated as of the date hereof, executed by the Company in favor of the Lender and that certain Security Agreement (Guarantors), dated as of the date hereof, executed by the Subsidiaries of the Company in favor of the Lender, in each case as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time.

"Security Documents" shall mean, collectively, this Agreement, the Company Security Agreement, the Guarantor Security Agreement, all UCC financing statements and

TRADEMARK
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fixture filings naming the Company or any of its Subsidiaries as debtor and the Lender as secured party, all stock certificates evidencing shares of stock pledged to the Lender, together with undated stock powers or other appropriate instruments of transfer executed in blank, all filings in the U.S. Patent and Trademark Office which are required to be made under the Loan Documents and all other promissory notes pledged to the Lender, together with appropriate instruments of transfer executed in blank.

"UCC" shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Florida; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Lender's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Florida, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

SECTION 2. (a) As collateral security for the prompt and complete payment when due (whether at stated maturity, by acceleration or otherwise) and performance of all the Obligations and to induce the Lender to enter into the Credit Agreement and to extend the Commitment and make the Advances in accordance with the terms thereof, the Company hereby grants a security interest to the Lender, a collateral assignment of the entire right, title and interest of the Company in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to the Lender, shall constitute a part of the "Collateral," as such term is defined in the Security Agreement and shall be subject to all of the terms and conditions of the Security Agreement.

(b) The Company intends and hereby acknowledges that the grant of a security interest in and the collateral assignment of the Trademark Rights to the Lender conveys a security interest in and the collateral assignment of all right, title and interest of the Company to the Trademark Rights, whether such Trademark Rights are owned individually, jointly or severally by the Company.

SECTION 3. Notwithstanding the foregoing, unless and until the Lender exercises the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in and the collateral assignment of the Trademark Rights, the Company shall own and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of its current substance, validity, registration and the security interest herein granted.

SECTION 4. The Company hereby further acknowledges and affirms that the representations, warranties and covenants of the Company with respect to the Collateral and the rights and remedies of the Lender with respect to the security interest in and the collateral assignment of the Trademark Rights granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. The Company further agrees (a) that the Lender shall have no obligation or responsibility to protect or defend the Trademark Rights, and the Company shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) to use its best efforts to detect any infringers of the Trademark Rights and to forthwith advise the Lender in writing of infringements detected and (c) that if the Company fails to comply with the foregoing, the Lender may do so in the Company's name or in the Lender's name but at the Company's expense, and the Company hereby agrees to reimburse the Lender for all expenses, including attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Trademark Rights owned by the Company.

SECTION 6. (a) This Agreement and the Liens granted hereunder shall remain in full force and effect until the later of (x) the payment and performance in full of all Obligations and all other amounts payable hereunder, (y) the cash collateralization in full of all other contingent obligations and liabilities (other than contingent indemnification obligations which have not yet been asserted) owed to the Lender, including obligations arising under any interest rate contracts, and (z) the expiration or termination of the Commitment. Further, this Agreement and the Liens granted hereunder shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations and the cash collateral for any such contingent obligations and liabilities, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment or performance or any such cash collateral, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(b) Subject to the provisions of the preceding clause (a), upon the later of (x) the payment and performance in full of all Obligations and all other amounts payable hereunder, (y) the cash collateralization in full of all other contingent obligations and liabilities (other than contingent indemnification obligations which have not yet been asserted) owed to the Lender, including obligations arising under any interest rate contracts, and (z) the expiration or termination of the Commitment, the Lender shall release and terminate the Liens granted to it hereunder. Upon such release and termination, (i) the Company shall be entitled to the return, at its expense, of such of the Collateral held by the Lender as shall not have been sold or otherwise applied pursuant to the terms hereof or under the Loan Documents or the Security Documents and (ii) the Lender will, at the Company's expense, execute and deliver to the Company such UCC termination statements and other documents as the Company shall reasonably request to evidence such termination and, if requested

by the Company, execute and deliver to the Company for filing with the United States Patent and Trademark Office documentation in accordance with the rules and regulations of said office necessary to release the Lender's interest in the Trademark Rights; provided that (A) the Lender shall not be required to execute any such documents on terms which, in the Lender's reasonable opinion, would expose the Lender to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty and (B) such release shall not in any manner discharge, affect or impair the Obligations or any Liens on (or obligations of the Company and its Subsidiaries in respect of) all interests retained by the Company, including, without limitation, the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

SECTION 7. If at any time before the termination of this Agreement, the Company shall obtain rights to additional trademarks, the provisions of Section 2 of this Agreement shall automatically apply thereto and the Company shall give to the Lender prompt notice in writing of any such rights. The Company authorizes the Lender to modify this Agreement by amending Exhibit A to include any of the foregoing which are Trademark Rights under Section 2 hereof or under this Section 7.

SECTION 8. The Company hereby further acknowledges and affirms that the sections of the Security Agreement entitled "Security Interest Absolute", "Amendments; Consents", "Notices", "Severability; Time of Essence", "Governing Law; Submission to Jurisdiction", "Expenses", "Indemnity", and "Further Indemnification" are incorporated by reference herein as if fully set forth herein.

SECTION 9. This Agreement shall inure to the benefit of the Lender and its successors and assigns, and bind the Company and its successors and assigns.

SECTION 10. This Agreement, together with the exhibits and schedules attached hereto and thereto, constitute the entire understanding of the parties with respect to the subject matter hereof, and any other prior or contemporaneous agreements, whether written or oral, with respect thereto are expressly superseded hereby. The execution of this Agreement by the Company was not based upon any facts or materials provided by the Lender, nor was the Company induced to execute this Agreement by any representation, statement or analysis made by the Lender.

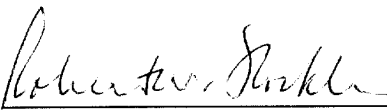
SECTION 11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officers on the date first set forth above.

OMEGA PROTEIN CORPORATION,
a Nevada corporation

Address:
Omega Protein Corporation
1717 St. James Place, Suite 550
Houston, Texas 77056

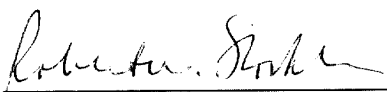
Attn: Robert W. Stockton
Telecopy: (713)940-6280

By: 
Robert W. Stockton
Executive Vice-President

OMEGA PROTEIN, INC., a Virginia
corporation

Address:
Omega Protein, Inc.
1717 St. James Place, Suite 550
Houston, Texas 77056

Attn: Robert W. Stockton
Telecopy: (713)940-6280

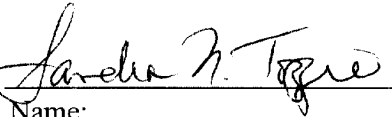
By: 
Robert W. Stockton
Executive Vice-President

[SIGNATURE PAGE TOTRADEMARK SECURITY AGREEMENT (COMPANY)]

Acknowledged and Agreed to:

**SUNTRUST BANK, SOUTH FLORIDA,
NATIONAL ASSOCIATION**

Address:
SunTrust Bank, South Florida,
National Association
501 E. Las Olas Boulevard
Ft. Lauderdale, Florida 33301

By 
Name: _____
Title: _____

**[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT
AND TRADEMARK SECURITY AGREEMENT (COMPANY)]**

TRADEMARK
REEL: 1743 FRAME: 0046

STATE OF GEORGIA

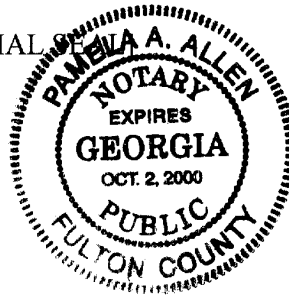
COUNTY OF FULTON

On this 11th day of August, 1998, before me appeared Robert W. Stockton the person who signed the within and foregoing Trademark Security Agreement in his capacity as Executive and Vice President of Omega Protein Corporation and Omega Protein, Inc., who acknowledged that he signed same as a free act for and on behalf of the identified corporation with authority to do so.

Pamela A. Allen
Notary Public

Commission Expiration Date: October 2, 2000

[NOTARIAL SIGNATURE]



[TRADEMARK SECURITY AGREEMENT (COMPANY)]

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT
(COMPANY)

TRADEMARK RIGHTS

	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Sea-Lac®	1773799	May 25, 1993
2.	Special Select®	75-444869	March 5, 1998
3.	Neptune®	1827644	March 22, 1994