06-14-2000

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

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

OIPE APR 25 2000 PATENT & TRADEMARK OFFICE

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

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: American Seafoods International LLC

Execution Date Month Day Year: 01 28 2000

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[X] 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 (City) North Carolina (State/Country) 28255 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] 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 40.00 OP
02 FC:482 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

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 (704) 373-8992

Name Ingrid O. McClintock

Address (line 1) c/o McGuire, Woods, Battle & Boothe LLP

Address (line 2) 100 N. Tryon Street, Suite 2900

Address (line 3) Charlotte, NC 28202-4011

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)

[X] 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)		
75/620,882			2,251,816		
75/620,826					

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	Ingrid O. McClintock	2/8/00
Name of Person Signing	Signature	Date Signed

TRADEMARK APPLICATIONS

Mark	Application No.	Application Status
FROM THE OCEAN TO THE PLATE	Application filed as of January 24, 2000	No new Trademark Application Number has 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, 7th 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 28th 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

Marlene J. Rivezzo
Notary Public

MARLENE J. RIVEZZO
NOTARY PUBLIC, State of New York
/ 2001

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REEL: 002086 FRAME: 0436

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

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SCHEDULE A
To
Patent and Trademark Assignment

PATENTS AND PATENT APPLICATIONS

None

PATENT LICENSES

None

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SCHEDULE B
To
Patent and Trademark Assignment

TRADEMARKS

Mark	Registration No.
FROM THE COLDEST WATERS COME THE HOTTEST IDEAS	2,251,816

TRADEMARK APPLICATIONS

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

TRADEMARK LICENSES

None

SCHEDULE C
to
Patent and Trademark Assignment

TRADEMARK APPLICATIONS

Mark	Application No.	Application Status
FROM THE OCEAN TO THE PLATE	Application filed as of January 24, 2000	No new Trademark Application Number has been assigned

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