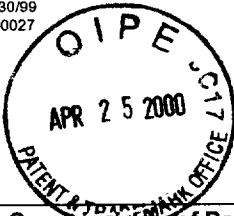


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06-14-2000

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

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



101380595

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

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

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

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.)

FOR OFFICE USE ONLY

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06/08/2000 JSB

40.00 0P
175.00 0P
5.00 0P
01 FC: 401
02 FC: 402
03 FC: 990

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

TRADEMARK
REEL: 002086 FRAME: 0443

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

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) 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)

<input type="text" value="75544936"/>	<input type="text" value="75744452"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="955847"/>	<input type="text" value="2246731"/>	<input type="text" value="1221063"/>
<input type="text" value="1459404"/>	<input type="text" value="1100911"/>	<input type="text" value="1632014"/>
<input type="text" value="1350877"/>	<input type="text" value="977418"/>	<input type="text" value="605559"/>

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: #

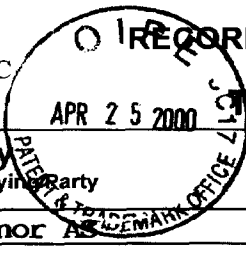
Authorization to charge additional fees: Yes No

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.

Kathleen Pakenham
Name of Person Signing

Kathleen Pakenham 2/29/2000
Signature Date Signed



RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **FRIONOR AS**

01/28/2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization **Norway**

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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)

878333	1597664	1937053
1336988	955848	1470807
2206056	1879289	1819098
1069057	1553065	1304001
1250568	1838014	677424
2021221		

TRADEMARK LICENSE AGREEMENT

between

NORWAY SEAFOODS ASA AND FRIONOR AS
(hereinafter referred to as "Licensors")

and

AMERICAN SEAFOODS CONSOLIDATED LLC
(hereinafter referred to as "Licensee")

WHEREAS;

Norway Seafoods ASA and Frionor AS are the owners of all rights to and under certain registered trademarks as defined in Appendix 1 to this Agreement (which, together with the goodwill associated with the marks shall be hereinafter referred to as "the Trademarks"),

American Seafoods Consolidated LLC wishes to use the Trademarks as trademarks for their seafood products sold in USA, Canada and Mexico (hereinafter referred to as "the Territory"), and

Norway Seafoods ASA, Frionor AS and American Seafoods Consolidated LLC (hereinafter collectively referred to as the Parties) have decided to enter into a license agreement on this date on the terms as set out below (hereinafter defined as the "Agreement").

1. TRADEMARK LICENSE

Subject to the terms and conditions of this Agreement the Licensors grant the Licensee a 99 year, exclusive license to use the Trademarks for the marketing and sale of Licensee's seafood products and services, without limitation, within the Territory. The Licensee shall not use the Trademarks in any country outside the Territory or for any other purpose. The Licensors shall not use the Trademarks in the Territory.

The Licensee has the right to grant its subsidiaries, (directly or indirectly owned or controlled more than 50% by American Seafoods Consolidated LLC) a sub-license to use the Trademarks according to the terms and conditions in this Agreement. The Licensee will remain responsible for the sublicensees' use of the Trademarks. In the event (i) the Licensee or any sublicensee transfers all or substantially all of the business of Licensee or such sublicensee related to any of the Trademarks in a sale, merger or any other transaction or (ii) Licensee or any of its subsidiaries transfers any sublicensee which is sublicensing any of the Trademarks, the Licensee, or such sublicensee, as the case may be, shall have the right to transfer all the rights and obligations related to such Trademarks to the purchaser or sublicensee, as the case may be. As a result of such

transfer this Agreement shall apply between the Purchaser or sublicensee, as the case may be, and the Licensors and shall continue between the parties hereto with respect to the remaining Trademarks (if any). Upon the request of Licensee, (i) Licensors shall execute such documentation as is reasonably necessary to evidence the agreement with such purchaser or such sublicensee, as the case may be, and (ii) upon consummation of the applicable transaction, Licensee shall be released of its obligations hereunder with respect to the Trademarks to the extent licensed to such purchaser or such sublicensee, as the case may be.

2. CHANGES

The Licensee shall not make any changes in the Trademarks, including, but not limited to, the logo, or make any imitations or modifications of the Trademarks, without the written consent of the Licensors.

If the Licensors revise or change the Trademarks, the Licensee shall have the option to continue to use the existing Trademarks or to use the revised or changed Trademarks. In case the Licensee resolves to use the revised or changed Trademarks, such trademarks shall replace the Trademarks as listed in Appendix 1 and this Agreement shall apply correspondingly for such revised or changed trademarks.

3. OWNERSHIP

The Licensee acknowledges that the Licensors retain all right, title and interest in and to the Trademarks, and that the Licensee cannot claim any rights to the Trademarks based on the Licensee's use of the Trademarks.

4. ROYALTY

In consideration for the transactions contemplated by the Transaction Agreement dated as of December 10, 1999 among Norway Seafoods ASA, the Licensee and certain other parties, the Licensee and the Licensors have agreed to enter into this Agreement. In addition, the Licensee shall pay to the Licensors a royalty of USD \$10.00 per calendar year, starting January 2000.

Payment of royalty shall be made without delay 90 (ninety) days after the beginning of each calendar year. In the event of delayed payment the applicable overdue interest shall be twelve (12) per cent p.a. Overdue interest shall accrue from the first day following the relevant due date.

The Licensee shall pay all fees related to renewal and maintenance of the Trademarks in the Territory.

5. THE LICENSORS' OBLIGATIONS

The Licensors undertake to renew the Trademarks when necessary, and to the extent such renewal is possible, as required by Licensee.

However, the Licensors may send the Licensee a written request asking whether a Trademark should be renewed or not. If the Licensee agrees not to renew such Trademark, or the Licensors have not received a written answer within one month from the date of such request, the Licensors are free to decide not to renew the Trademark.

The Licensors do not warrant that the Trademarks are renewable.

The Licensors undertake not to solicit customers for their products or services under any of the Trademarks within the Territory during the term of this Agreement.

6. INDEMNIFICATION

The Licensee hereby agrees to indemnify, defend and hold harmless the Licensors from any third party suit, claim or any other legal action arising from the Licensee's use of the Trademarks, except to the extent caused by Licensors gross negligence, breach of this Agreement or willful misconduct.

7. INFRINGEMENT

The Licensee, with respect to the Territory, and the Licensors, with respect to all countries outside the Territory, each agree to take reasonable actions to preserve and protect the Trademarks. If it comes to the knowledge of any of the Parties that a third party has, or is planning, to infringe upon any of the Trademarks, he shall immediately inform the other Party thereof. The Licensee shall have the right to defend the Trademarks at its own costs inside and/or outside the Territory if the Licensors do not commence appropriate legal action to defend the Trademarks.

8. EFFECTIVE DATE, TERMINATION, CANCELLATION

8.1 This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of 99 (ninety-nine) years. This Agreement shall automatically terminate, without any further notice, after the expiration of the 99 year period.

8.2 On the termination of this Agreement, the Licensee shall immediately stop all use of the Trademarks.

8.3 Either Party may cancel this Agreement at any time, by giving written notice to the other Party, if the other Party fails to comply with one or more of the material

provisions of this Agreement after having been given at least ninety (90) days written notice to correct such non-compliance.

9. ASSIGNMENT

This Agreement may not be assigned by either Party without the prior written consent of the other Party except as described under clause 1 of this Agreement; provided that, notwithstanding anything to the contrary contained herein, Licensee (or any of its successors or assigns) may, without the consent of Licensor, (i) assign any of its rights hereunder, and delegate the performance of any of its duties hereunder, to any of its affiliates at any time, and (ii) assign any of its rights hereunder, and delegate the performance of any of its duties hereunder, to any person or entity in connection with the sale of all or substantially all of its assets to such person or entity. This Agreement shall be binding upon each Party and its successors and permitted assigns.

10. MISCELLANEOUS

10.1 If any provision of this Agreement shall be declared invalid, the balance hereof shall remain in full force and effect.

10.2 Either Party's failure to exercise or enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of any rights of the Parties to enforce such provision.

10.3 This Agreement may not be modified or amended except in writing signed by the Parties hereto.

10.4 The addresses and other details of the Parties for the purpose of any notices under this Agreement are as follows:

If to the Licensors: Norway Seafoods ASA
Lysaker Torg 8
1324 Lysaker, Norway
Telefax: 47-67-52-4646
Contact Person: Henrick Schussler

If to the Licensee: American Seafoods Consolidated LLC
c/o American Seafoods International LLC
40 Herman Melville Boulevard
New Bedford, MA 02741
Telephone: (508) 997-0031
Telefax: (508) 997-5820
Contact Person: Jeff Davis

Any notice, including a notice of change of address to be given by one Party to the other under this Agreement shall be sent in writing by post or fax.

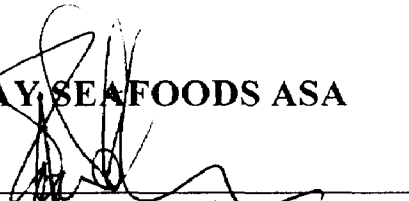
11. CHOICE OF LAW, DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Norway. The Parties agree to submit to the jurisdiction of Oslo byrett all disputes that may arise out of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by them to be effective on the day and year written below.


New York
As of January 28, 2000

NORWAY SEAFOODS ASA



Name: Dag F. Wittusen
Title: Authorized Signatory

FRIONOR AS



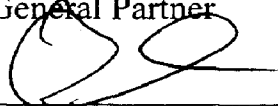
Name: Dag F. Wittusen
Title: Authorized Signatory

AMERICAN SEAFOODS CONSOLIDATED LLC

By: American Seafoods Holdings LLC,
its Managing Member

By: American Seafoods, L.P.,
its Managing Member

By: ASC Management, Inc.,
its General Partner

By: 

Name: Bernt O. Bodal
Title: President

APPENDIX 1
TRADEMARKS SUBJECT TO TRADEMARK LICENSE AGREEMENT BETWEEN NORWAY SEAFOODS ASA, FRIONOR AS AND AMERICAN SEAFOODS CONSOLIDATED LLC

LAND	Trademark	Application No.	REG.No.	REG. DATE	STATUS	Renewal Date	Comments
	Norway Seafoods ASA¹						
USA	Arctic Cape		955.847	20.03.73	Reg.	20.03.2003	Norway Seafoods
USA	Batter'n Brew		2.246.731	18.05.99	Reg.	18.05.2009	Norway Seafoods
USA	Boston Cut		1.221.063	21.12.82	Reg.	21.12.2002	Norway Seafoods
USA	Bunch O'Crunch		1.459.404	29.09.87	Reg.	29.09.2007	Norway Seafoods
USA	Dover-Cut		1.100.911	29.08.78	Reg.	29.08.2008	Norway Seafoods
USA	Easy Grill (Stylized)		1.632.014	15.01.91	Reg.	15.01.2001	Norway Seafoods
USA	Filet Gourmet		1.350.877	23.07.85	Reg.	23.07.2005	Norway Seafoods
USA	Frionchip		977.418	22.01.74	Reg.	22.01.2004	Norway Seafoods
USA	Frionor		605.559	03.05.55	Reg.	03.05.2005	Norway Seafoods
USA	Tail-r-Cut		878.333	07.10.69	Reg.	07.10.2009	Norway Seafoods
USA	Frionor Fishfries (stylized)		1.597.664	22.05.90	Reg.	22.05.2000	Norway Seafoods
USA	Frionor and Design		1.937.053	21.11.95	Reg.	21.11.2005	Norway Seafoods
						Decl. of use must be filed by 11/21/2001	
USA	Mighty-Crisp		1.336.988	21.05.85	Reg.	21.05.2005	Norway Seafoods
USA	North Cape		955.848	20.03.73	Reg.	20.03.2003	Norway Seafoods
USA	Norwegian Classics		1.470.807	29.12.87	Reg.	29.12.2007	Norway Seafoods
USA	Norwegian Naturals		2.206.056	24.11.1998	Reg.	24.11.2008	Norway Seafoods
USA	Ocean Cuts		1.879.289	14.02.95	Reg.	14.02.2005	Norway Seafoods
						Decl. of use must be filed by 14.02.2001	
USA	Ocean Cuts (stylized and design)		1.819.098	01.02.94	Reg.	01.02.2004.	Norway Seafoods
						Decl. of use must be filed by 01.02.2000	
USA	Polar-Kist and design		1.069.057	05.07.77	Reg.	05.07.2007	Norway Seafoods
USA	Stylized fish design		1.553.065	22.08.89	Reg.	22.08.2009	Norway Seafoods

¹ While the owner of record at the United States Patent and Trademark Office for these marks is FAS, FAS assigned these marks to Norway Seafoods ASA on 8/11/98. FAS assigned its interests in NORWEGIAN NATURALS (#2,206,056) to Norway Seafoods ASA by agreement dated 2/16/99.

USA	Tender Crisp		1.304.001	06.11.84	Reg.	06.11.2004	Norway Seafoods
USA	Viking Ship and design		1.250.568	06.09.83	Reg.	06.09.2003	Norway Seafoods
USA	Oven Crisp		1.838.014	31.05.94	Reg.	31.05.2004	Norway Seafoods
USA	Viscount and design		677.424	21.04.59	Reg.	21.04.2009	Norway Seafoods
Pending Applications							
USA	Bold'n Zesty	Filed with US patent and Trademark October 1999					
USA	Bold'n Zesty Logo	Filed with US patent and Trademark October 1999					
USA	Culinary Support program	Filed with US Patent and Trademark October 1999					
USA	Culinary Support Program Logo	Filed with US Patent and Trademark October 1999					
USA	Oak Harbor Originals	75/544.936					
USA	Oven Crispy	75/774.452					
Frionor A/S							
USA	Fishchips		2.021.221	03.12.96	Reg.	03.12.2006	Frionor A/S
						Decl. of use must be filed by 03.12.2002. To be abandoned	

List of trademarks – Canada – Mexico – January 2000

LAND	Trademark	Application No.	REG.No.	REG. DATE	STATUS	Renewal Date	Comments
Canada	Frionor (logo)	715671	TMA 429535	24.06.1994	Reg.	24.06.2009	Norway Seafoods
Canada	Frionor (logo + vikingship)	268514	129517	18.01.63	Reg.	18.01.2008	Norway Seafoods
Mexico	Figur (Fisk)	227056	493.171	26.05.1995	Reg.	15.03.2005	Frionor A/S
Mexico	Bunch O'Crunch	227055	489.995	27.04.1995	Reg.	15.03.2005	Frionor A/S
Mexico	Frionor (logo)	195692	496.049	28.06.95	Reg.	08.04.2004	Frionor A/S
Mexico	Frionor (design)	22757	493.172	26.05.95	Reg.	15.03.2005	Frionor A/S

CONFIRMATORY TRADEMARK ASSIGNMENT

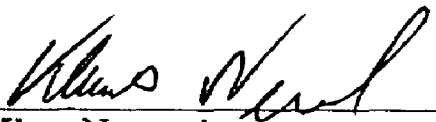
This instrument confirms that Frionor A/S, a Norway corporation, with its principal place of business at Elveveien 25B, 1324 Lysaker, Norway ("Assignor"), had adopted, owned and was using the trademarks for which Assignor owned federal registrations on the Principal Register of the United States Patent and Trademark Office for the goods and/or services identified therein ("the Marks") all as shown in Schedule A attached hereto; and

Norway Seafoods ASA, a Norway Corporation, with a principal place of business at Elveveien 25B, 1324 Lysaker, Norway ("Assignee"), desired to acquire the Marks and the above-referenced Registrations therefore as set forth in Schedule A;

Therefore, for good and valuable consideration, the receipt and sufficiency of which was acknowledged, Assignor sold, assigned and transferred to Assignee on April 15, 1997, all right, title and interest in and to each of the Marks, together with the goodwill of the business symbolized by the marks, and the registrations thereof.

NORWAY SEAFOODS ASA

Date: 8-11-98

By 
Klaus Nygaard
Senior Vice President and
General Manager

SCHEDULE A

MARK	REGISTRATION NO.	DATE
FRIONOR	605,559	5-3-55
TAIL-R-CUT	878,333	10-7-69
ARCTIC CAPE	955,847	3-20-73
NORTH CAPE	955,848	3-20-73
FRIOCHIP	977,418	1-22-74
DOVER CUT	1,100,911	8-29-78
POLAR-KIST & Design	1,069,057	7-5-77
FISH-WISH	684,137	8-25-59
CROWN FROST	1,124,545	8-28-79
BOSTON CUT	1,221,063	12-21-82
VIKING SHIP & Design	1,250,568	9-6-83
TENDER CRISP	1,304,001	11-6-84
MIGHTY CRISP	1,336,988	5-21-85
FILET GOURMET	1,350,877	7-23-85
BLUE WATER	204,061	10-6-25
BLUE WATER & Design	817,498	10-25-66
NORWEGIAN CLASSICS	1,470,807	12-29-87
BUNCH O' CRUNCH	1,459,404	9-29-87
Stylized Fish Design	1,553,065	8-22-89
FRIONOR FISHFRIES	1,597,664	5-22-90
EASY GRILL Stylized	1,632,014	1-15-91
OCEAN CUTS	1,879,289	2-14-95
OCEAN CUTS Stylized	1,819,098	2-1-94
VISCOUNT & Design	677,424	4-21-59
OVEN CRISP	1,838,014	5-31-94
FRIONOR & Design	1,937,053	11-21-95

CONFIRMATORY TRADEMARK ASSIGNMENT

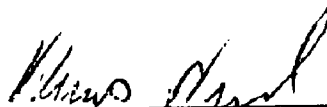
This instrument confirms that Frionor A/S, a Norway corporation, with its principal place of business at Elveveien 25B, 1324 Lysaker, Norway ("Assignor"), had adopted, owned and was using the trademarks for which Assignor owned federal registrations on the Principal Register of the United States Patent and Trademark Office for the goods and/or services identified therein ("the Marks") all as shown in Schedule A attached hereto; and

Norway Seafoods ASA, a Norway Corporation, with a principal place of business at Elveveien 25B, 1324 Lysaker, Norway ("Assignee"), desired to acquire the Marks and the above-referenced Registrations therefor as set forth in Schedule A;

Therefore, for good and valuable consideration, the receipt and sufficiency of which was acknowledged, Assignor sold, assigned and transferred to Assignee on April 15, 1997, all right, title and interest in and to each of the Marks, together with the goodwill of the business symbolized by the marks, and the registrations thereof.

FRIONOR A/S

Date: February 16, 1999

By 
Klaus Nygaard

SCHEDULE A

MARK	REGISTRATION NO.	DATE
FRIONOR	605,559	5-3-55
TAIL-R-CUT	878,333	10-7-69
ARCTIC CAPE	955,847	3-20-73
NORTH CAPE	955,848	3-20-73
FRIOCHIP	977,418	1-22-74
DOVER CUT	1,100,911	8-29-78
POLAR-KIST & Design	1,069,057	7-5-77
FISH-WISH	684,137	8-25-59
CROWN FROST	1,124,545	8-28-79
BOSTON CUT	1,221,063	12-21-82
VIKING SHIP & Design	1,250,568	9-6-83
TENDER CRISP	1,304,001	11-6-84
MIGHTY CRISP	1,336,988	5-21-85
FILET GOURMET	1,350,877	7-23-85
BLUE WATER	204,061	10-6-25
BLUE WATER & Design	817,498	10-25-66
NORWEGIAN CLASSICS	1,470,807	12-29-87
BUNCH O' CRUNCH	1,459,404	9-29-87
Stylized Fish Design	1,553,065	8-22-89
FRIONOR FISHFRIES	1,597,664	5-22-90
EASY GRILL Stylized	1,632,014	1-15-91
OCEAN CUTS	1,879,289	2-14-95
OCEAN CUTS Stylized	1,819,098	2-1-94
VISCOUNT & Design	677,424	4-21-59
OVEN CRISP	1,838,014	5-31-94
FRIONOR & Design	1,937,053	11-21-95

195705.1

RECORDED: 04/25/2000

TRADEMARK
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