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To the Honorable Commissioner of Patents

101463369

Send original documents or copy thereof.

1. Name of conveying party(ies):  
Orion Seafood International, Inc.  
20 Ladd Street  
Portsmouth, NH 03801

8-28-00

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: New Hampshire  
 Other \_\_\_\_\_

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

3. Nature of conveyances:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: August 21, 2000

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)  
SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: GMAC Commercial Credit LLC, as Agent  
Internal Address: \_\_\_\_\_  
Street Address: 1290 Avenue of the Americas  
City: New York State: NY ZIP: 10104

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company

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

B. Trademark registration No.(s)  
SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 400 Seventh Avenue, N.W., Suite 101  
\_\_\_\_\_  
City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: ..... 1

7. Total fee (37 CFR 3.41): ..... \$ 40<sup>00</sup>-  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

09/19/2000 NTHAI1 00000200 74214787 DO NOT USE THIS SPACE  
 01 FC:481 40.00 OP

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

Luisa Vicariando  
Daphne E. Schmitt \_\_\_\_\_ 8/23/00 \_\_\_\_\_  
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 4

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August \_\_, 2000, by and between ORION SEAFOOD INTERNATIONAL, INC. and GMAC COMMERCIAL CREDIT LLC, as Agent.

<b>Trademark</b>	<b>Application Number</b>	<b>File Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
Orion (and logo)	74-214,787	October 23, 1991	1,708,456	August 18, 1992	U.S.A.

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, Orion Seafood International, Inc., a corporation formed under the laws of New Hampshire, located at 20 Ladd Street, Portsmouth, New Hampshire 03801 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC Commercial Credit LLC ("GMACCC") and various other financial institutions (collectively, "Lenders") and GMACCC as agent for Lenders ("Agent") pursuant to (i) a certain Revolving Credit and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
August 21, 2000

Witness:

Todd Weil

ORION SEAFOOD INTERNATIONAL, INC.

By: Alexander Scourby  
Name: Alexander Scourby  
Its: President

Witness:

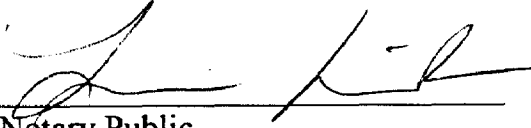
Robert Campbell

GMAC COMMERCIAL CREDIT LLC, as Agent

By: Charles F. Soutar  
Name: Charles F. Soutar  
Its: SENIOR VICE PRESIDENT

STATE OF NEW YORK )  
 : SS.:  
COUNTY OF NEW YORK )

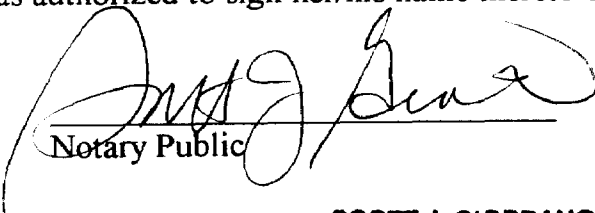
On this 21 day of August, 2000 before me personally came Alexander Scourby, to me known, who, being by me duly sworn, did depose and say that he is the President of Orion Seafood International, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 : SS.:  
COUNTY OF NEW YORK )

**LUISA VIZCARRONDO**  
Notary Public, State of New York  
No. 01V16030588  
Qualified in New York County  
Commission Expires Sept. 30, 2001

On this 21 day of August, 2000, before me personally came Charles F. Soutax to me known, who, being by me duly sworn, did depose and say that s/he is the Senior Vice President of GMAC Commercial Credit LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said limited liability company.

  
\_\_\_\_\_  
Notary Public

**SCOTT J. GIORDANO**  
Notary Public, State of New York  
No. 02GI5044900  
Qualified in New York County  
Commission Expires June 5, 2001