

09-27-2000

FORM PTO-1594  
(Rev. 8-93)

RE

R SHEET  
LYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

101473059

Tab settings 000 ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

DUCKTRAP RIVER FISH FARM, LLC

AUG 15 2000

## 2. Name and address of receiving party(ies)

Name: KEYBANK NATIONAL ASSOCIATION

Internal Address:

Street Address: 32 Market Square

City: Houlton State: ME ZIP: 04730

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State MAINE☐ OtherIf 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☐ Individual(s)☐ General Partnership☐ Corporation-State☒ Other MAINE LIMITED LIABILITY COMPANYAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: August 11, 2000

## 4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1584925

2314753

1584926

2357203

Additional numbers attached? ☐ Yes ☒ No

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

Name: Lawrence R. Clough, Esq.

Internal Address: P.O. Box 15060

Street Address: 3 Canal Plaza, 6th Floor

City: Portland State: ME ZIP: 04112-5060

## 6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$160.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/25/2000 JJALLAH2 00000478 1584925

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 75.00 OP

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and an attached copy is a true copy of the original document.

LAWRENCE R. CLOUGH, ESQ.

Name of Person Signing

Signature

8/11/00

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK

REEL: 002148 FRAME: 0556

**TRADEMARK  
COLLATERAL ASSIGNMENT**

This Agreement is made between **DUCKTRAP RIVER FISH FARM, LLC**, a Maine limited liability company, with a principal place of business in Belfast, Maine and a mailing address of 57 Little River Drive, Belfast, Maine 04915 ("Assignor") and **KEYBANK NATIONAL ASSOCIATION**, a national bank with a mailing address of 32 Market Square, Houlton, Maine 04730 ("Lender"), its successors and assigns (herein called the "Lender").

Assignor has executed and delivered to Lender an Unlimited Guaranty of Payment and Performance of even or recent date (as amended from time to time, the "Guaranty") with respect to the obligations of Contisea, LLC to Lender and has joined in a Revolving Loan Agreement in the amount of Fifteen Million Dollars (\$15,000,000.00) (as amended from Time to time, the "Loan Agreement"). In order to induce Lender to extend credit and other financial accommodations, Assignor has agreed to assign to Lender certain trademark, trademark and related rights.

1. To secure Assignor's obligations under the Guaranty and Loan Agreement and of the other as defined in the Loan Agreement ("Obligations"), Assignor hereby grants a security interest in, assigns and conveys to Lender Assignor's entire right title and interest in and to the following Trademarks:

- A. USPTO #1584925 "Ducktrap River" Trademark
- B. USPTO #1584926 "Kendall Brook" Trademark
- C. USPTO #2357203 "Ducktrap River Fish Farm" emblem
- D. USPTO #2314753 "Winter Harbor" Trademark

Copies of which are attached hereto as Exhibit A.

including without limitation all proceeds thereof (such as by way of example, license, royalties and proceeds of infringement suits), right to sue for past present and future infringements, all rights and general intangibles corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations in part hereof (collectively the "Marks").

2. Assignor covenants and warrants that:

- (a) The Marks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) To the best of Assignor's knowledge, each of the Marks (i) is valid and enforceable, and (ii) was validly issued;
- (c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Marks, free and clear of any liens, charges and

encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons; and

- (d) Assignor has the unqualified right to enter into this Agreement and perform its terms.

Except as specifically set forth above, Assignor does not warrant that the Marks might not be declared invalid if challenged in court.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to, or become entitled to the benefit of, any new trademark application, renewal or registration, the provisions of Paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing.

5. Assignor authorizes Lender to modify this Agreement by amending Exhibit A to include any future trademark applications, renewals or registrations under Paragraph 1 or Paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license to exercise all rights to the Marks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 6, without the prior written consent of Lender.

7. If any Event of Default shall have occurred and be continuing, Assignor's license under the Marks as set forth in paragraph 6, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Portland, Maine, or elsewhere, the whole or from time to time any part of the Marks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Marks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Marks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Assignor hereby agrees shall

be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any note or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the Power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Marks, or to grant or issue any exclusive or nonexclusive license under the Marks to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Marks to any third person Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or property to re-vest in Assignor full title to the Marks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents related hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by Assignor on demand by amount of the Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Marks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, and to preserve and maintain all rights in trademark applications and trademarks of the Marks, including without limitation the payment of all maintenance fees. The reasonable expenses incurred in connection with such an applications shall be borne by Assignor. The Assignor shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of the Lender which consent shall not be unreasonably withheld.

12. Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Marks and any license thereunder, in which event Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement. Assignor shall promptly, upon demand, reimburse and

indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Paragraph 12.

13. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Lender's rights and remedies with respect to the Marks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Maine, and to the extent applicable the laws of the United States of America.

WITNESS the execution hereof under seal as of August 11, 2000.

ASSIGNOR  
DUCKTRAP RIVER FISH FARM, LLC

Michelle Belliveau  
Witness

by: Chris A. Thibodeau  
its CTO

LENDER:  
KEYBANK NATIONAL ASSOCIATION

Michelle Belliveau  
Witness

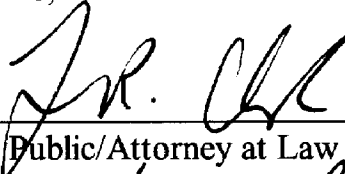
by: [Signature]  
its Vice President

State of Maine  
County of Cumberland, ss  
2000

August 11,

Then personally appeared before me the above named John T. Hodges in his said capacity and acknowledged the foregoing to be his free act and deed and the free act and deed of said limited liability company.

Before me,

  
\_\_\_\_\_  
Notary Public/Attorney at Law  
Name: Lawrence R. Clough

See attached Exhibit A

Contisea.keyloan.mlb.key coll assnmt tmDuck  
8/11/00 2:24 PM

Trademark Collateral Assignment



# U.S. Trademark Electronic Search System (TESS)

TESS was last updated on Wed Aug 9 04:11:04 EDT 2000

PTO HOME TRADEMARK TESS HOME FREE FORM STRUCTURED BROWSE DOC TOP HELP INDEX DOC CURR LIST  
 FIRST DOC PREV DOC NEXT DOC LAST DOC

**Logout**

Please logout when you are done to release system resources allocated for you.

**Start** List At:  OR **Jump** to record:  **Record 3 out of 6**

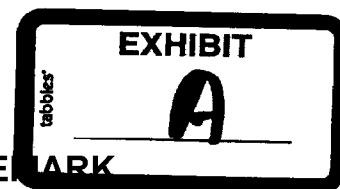
**Check Status**

(TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS)

## Typed Drawing

**Word Mark** WINTER HARBOR  
**Goods and Services** IC 029. US 046. G & S: smoked fish. FIRST USE: 19910100. FIRST USE IN COMMERCE: 19910100  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75676151  
**Filing Date** April 6, 1999  
**Published for Opposition** November 9, 1999  
**Registration Number** 2314753  
**Registration Date** February 1, 2000  
**Owner** (REGISTRANT) Ducktrap River Fish Farm, LLC LIMITED LIABILITY COMPANY MAINE 57 Little River Drive Belfast MAINE 04915  
**Attorney of Record** William L. Worden  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

PTO HOME TRADEMARK TESS HOME FREE FORM STRUCTURED BROWSE DOC TOP HELP INDEX DOC CURR LIST  
 FIRST DOC PREV DOC NEXT DOC LAST DOC





# U.S. Trademark Electronic Search System (TESS)

TESS was last updated on Wed Aug 9 04:11:04 EDT 2000

[PTO HOME](#)
[TRADEMARK](#)
[TESS HOME](#)
[FREE FORM](#)
[STRUCTURED](#)
[BROWSE DOC](#)
[BOTTOM](#)
[HELP](#)
[FROM LIST](#)
[CURR LIST](#)

[SEARCH](#)
[FIRST DOC](#)
[PREV DOC](#)
[NEXT DOC](#)
[LAST DOC](#)

**Logout**

Please logout when you are done to release system resources allocated for you.

**Start**

List At:  OR **Jump** to record:  **Record 4 out of 6**

**Check Status**

(TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS)



## Word Mark

**DUCKTRAP RIVER FISH FARM**

## Goods and Services

IC 029. US 046. G & S: smoked fish, smoked shell fish, fish and seafood sausages, and smoked fish pates. FIRST USE: 19780000. FIRST USE IN COMMERCE: 19780000

IC 030. US 046. G & S: horseradish and mustard dill sauces. FIRST USE: 19951100. FIRST USE IN COMMERCE: 19951100

## Mark Drawing Code

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

## Design Search Code

031925

## Serial Number

75675754

## Filing Date

April 6, 1999

## Published for Opposition

March 21, 2000

## Registration Number

2357203

## Registration Date

June 13, 2000

## Owner

(REGISTRANT) **Ducktrap** River Fish Farm, LLC LIMITED LIABILITY COMPANY MAINE 57 Little River Drive Belfast MAINE 04915

## Attorney of Record

William L Worden

## Prior Registrations

1584925

## Disclaimer

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FISH FARM" APART FROM THE MARK AS SHOWN

## Type of Mark

TRADEMARK





# U.S. Trademark Electronic Search System (TESS)

TESS was last updated on Wed Aug 9 04:11:04 EDT 2000

[PTO HOME](#)
[TRADEMARK](#)
[TESS HOME](#)
[FREE FORM](#)
[STRUCTURED](#)
[BROWSE DOC](#)
[BOTTOM](#)
[HELP](#)
[PRINT LIST](#)
[CURR LIST](#)

[FIRST DOC](#)
[PREV DOC](#)
[NEXT DOC](#)
[LAST DOC](#)

**LOGOUT**

Please logout when you are done to release system resources allocated for you.

**Start**

List At:  OR **Jump** to record:  **Record 5 out of 6**

**Check Status**

(TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS)

## Typed Drawing

<b>Word Mark</b>	KENDALL BROOK
<b>Goods and Services</b>	IC 029. US 046. G & S: SMOKED FISH. FIRST USE: 19871100. FIRST USE IN COMMERCE: 19871100
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	73810065
<b>Filing Date</b>	June 30, 1989
<b>Published for Opposition</b>	December 5, 1989
<b>Registration Number</b>	1584926
<b>Registration Date</b>	February 27, 1990
<b>Owner</b>	(REGISTRANT) <b>DUCKTRAP RIVER FISH FARM INC. CORPORATION</b> DELAWARE 57 LITTLE RIVER DRIVE BELFAST MAINE 04915
	(LAST LISTED OWNER) <b>DUCKTRAP RIVER FISH FARM, LLC LIMITED LIABILITY COMPANY BY ASSIGNMENT, BY ASSIGNMENT MAINE 57 LITTLE RIVER DRIVE BELFAST MAINE 04915</b>
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	W. R. HULBERT
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 8 (6-YR).
<b>Renewal</b>	1ST RENEWAL 19991201



# U.S. Trademark Electronic Search System (TESS)

TESS was last updated on Wed Aug 9 04:11:04 EDT 2000

[PTO HOME](#)
[TRADEMARK](#)
[TESS HOME](#)
[FILL FORM](#)
[STRUCTURE](#)
[BROWSE DB](#)
[BOTTOM](#)
[HELP](#)
[PREV LIST](#)
[CURR LIST](#)

[Logout](#) Please logout when you are done to release system resources allocated for you.

[Start](#) List At:  OR [Jump](#) to record:  **Record 6 out of 6**

[Check Status](#) (TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS)

## Typed Drawing

<b>Word Mark</b>	<b>DUCKTRAP RIVER</b>
<b>Goods and Services</b>	IC 029. US 046. G & S: SMOKED FISH. FIRST USE: 19800000. FIRST USE IN COMMERCE: 19800000
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	73810054
<b>Filing Date</b>	June 30, 1989
<b>Published for Opposition</b>	December 5, 1989
<b>Registration Number</b>	1584925
<b>Registration Date</b>	February 27, 1990
<b>Owner</b>	(REGISTRANT) <b>DUCKTRAP RIVER FISH FARM INC. CORPORATION</b> DELAWARE 57 LITTLE RIVER DRIVE BELFAST MAINE 04915
	(LAST LISTED OWNER) <b>DUCKTRAP RIVER FISH FARM, LLC LIMITED LIABILITY COMPANY BY ASSIGNMENT, BY CHANGE OF NAME, BY ASSIGNMENT MAINE 57 LITTLE RIVER DRIVE BELFAST MAINE 04915</b>
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	WILLIAM L. WORDEN
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 8 (6-YR).
<b>Renewal</b>	1ST RENEWAL 20000321

TOMPKINS, CLOUGH, HIRSHON & LANGER, P.A.

Counselors at Law  
Three Canal Plaza  
P.O. Box 15060  
Portland, Maine 04112-5060

Bruce M. Tompkins  
Lawrence R. Clough  
David M. Hirshon  
Leonard W. Langer  
Marshall J. Tinkle\*

Tel: (207) 874-6700  
Fax: (207) 874-6705  
E-Mail: lrclough@tchl.com

\* also licensed in MA and DC

August 15, 2000

Commissioner of Patents & Trademarks  
Box Assignments  
Washington, D.C. 20231

Re: Ducktrap River Fish Farm, LLC to Key Bank of Maine

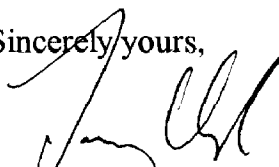
Dear Commissioner:

I enclose for recording a Collateral Assignment of Trademarks for the following:

1. Trademark Registration No. 1584925;
2. Trademark Registration No. 1584926;
3. Trademark Registration No. 2357203; and
4. Trademark Registration No. 2314753.

I also enclose our check in the amount of \$160.00 in payment of your fees. Once recorded please return to the undersigned.

Sincerely yours,



Lawrence R. Clough

LRC/tjs

Enclosure

cc: Chris A. Fitzpatrick, V.P.  
Keith J. Cunningham, Esq.