

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

08-30-2001

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



2/2/01 RS

101827855

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
07171999
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Tyson Foods, Inc.

07171999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Arkansas

Receiving Party

Mark if additional names of receiving parties attached

Name TT Acquisitions, Inc.

~~DBAXXX/XX~~ A Wholly owned Subsidiary of Trident Seafoods Corporation

Composed of _____

Address (line 1) 5303 Shilshole Ave NW

Address (line 2) _____

Address (line 3) Seattle

Washington

98107-4000

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Washington

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.)

45.00 DP
106.00 DP

03/16/2001 670N11 00000251 1335705

FOR OFFICE USE ONLY

01 FC:481	40.00 DP
02 FC:482	75.00 DP
03 FC:998	10.00 DP

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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

06/11/2001 08
01 FC:481
02 FC:998

FORM PTO-1618B
Expires 06/30/99
OMG 0651-0027

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

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)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1335705"/>	<input type="text" value="1233787"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1677772"/>	<input type="text" value="2146453"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1680504"/>	<input type="text"/>	<input type="text"/>

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.

Robert D. Nelson
Name of Person Signing


Signature

02/26/01
Date Signed

ATTACHMENT 1**REGISTERED UNITED STATES TRADEMARKS**

Trademark	Registration Number	Registration Date	Registered as
Arctic Ice	1,335,705	5/14/85	Frozen fish fillet, in Class 29
Arctic Ice	1,677,772	3/3/92	Seafood, in Class 29
Arctic Ice & Design	1,680,504	3/24/92	Seafood, in Class 29
Billy the Cod Brand & Design	1,233,787	4/5/83	Seafood, namely fishmeat, in Class 29
Pubhouse	2,146,453	3/24/98	Processed Fish in Class 29

REGISTERED INTERNATIONAL TRADEMARKS

Trademark	Registration Number	Registration Date	Status	Country
Arctic Ice	742761			China
Sea Scoops - Stylized	2064750			Japan
Arctic Alaska Arctic Ice	9-115431	5/12/97	dispatched pending	Japan

NUNC PRO TUNC

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Assignment") is effective *nunc pro tunc* as of the 17th day of July, 1999, by and between TYSON FOODS, INC., a Delaware corporation whose address is 2210 Oaklawn Drive, Springdale, Arkansas 72762-6999 ("Assignor"), and TT Acquisition, Inc., a Washington corporation, whose address is 5303 Shilshole Avenue N.W., Seattle, Washington 98107 ("Assignee").

RECITALS

Assignor, Trident Seafoods Corporation, a Washington corporation ("Parent"), and Assignee, a wholly owned subsidiary of Parent, are parties to that certain Seafood Division Purchase and Sale Agreement dated as of May 28, 1999 (as it may be amended in accordance with its terms, the "Purchase Agreement", with capitalized terms used, but not defined herein, having the meanings set forth in the Purchase Agreement), and in connection with the Closing Assignor wishes to assign, and Assignee wishes to acquire all of Assignor's right, title and interest in and to Assignor's Intellectual Property (as defined in Section 5.19 and listed in Schedule 5.19 of the Purchase Agreement) by entering into this Assignment.

ASSIGNMENT AND ASSUMPTION

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Pursuant and subject to the terms and conditions of this Assignment and the Purchase Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (i) Assignor's Intellectual Property, including the Intellectual Property of Seller listed in Schedule 5.19 of the Purchase Agreement, a copy of which is attached as Attachment 1 and incorporated herein, but specifically excluding the Excluded Assets, Analog Assets and Subsidiary Assets and any Seafood Assets being assigned to Assignee pursuant to a separate assignment or other instrument of even date herewith, and (ii) the goodwill associated solely with the Intellectual Property described in clause (i) hereof, including the goodwill of the business as symbolized by each mark and each design included in the Intellectual Property, and any and all registrations and applications of Seller for registration thereof worldwide (if any), with all rights of action, powers and benefits to the marks and designs, due or accrued, including the right to sue for and recover the same in the name of Assignee, its successors and assigns and other legal representatives, all rights to injunctive relief, damages, profits, costs and attorney fees, due or accrued, arising out of past infringement of the marks or designs, or injury to the said goodwill.

2. **Assumption.** Pursuant and subject to the terms and conditions of this Assignment and the Purchase Agreement, except for and excluding the Excluded Liabilities, Assignee hereby accepts the foregoing assignment and assumes and agrees to pay, satisfy, discharge, and perform all obligations and duties of Assignor with respect to such Intellectual Property from and after the Effective Time (as defined in the Purchase Agreement).

3. **Effective Time.** The assignments and assumptions in Sections 1 and 2 hereof are effective as of the Effective Time.

36026/24/Seafood/Asst & Assump of IP 2.DOC
Seattle/1/28/01

4. Purchase Agreement. This Assignment shall in no event or way enlarge, reduce or otherwise affect the rights, warranties or covenants of the parties as set forth in the Purchase Agreement. The Purchase Agreement shall survive the execution, delivery, and performance of this Assignment. To the extent there is a conflict between the terms and provisions of this Assignment and those of Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

5. Governing Law. The substantive law (and not the law of conflicts) of the State of Washington will govern all questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment.

6. Miscellaneous. Whenever possible, each provision of this Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating any other provision of this Assignment. This Assignment and all of the provisions of this Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and permitted assigns. The provisions of this Assignment may be amended only by the written agreement of the parties hereto. Subject to the foregoing, any waiver, permit, consent or approval of any kind or character on the part of any party of any provision or condition of this Assignment must be made in writing and shall be effective only to the extent specifically set forth in such writing. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon any person other than the parties to this Assignment any legal or equitable rights or remedies under or by reason of this Assignment or any provision contained herein.

7. Execution in Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document. This Assignment may be executed and delivered by facsimile.

[Signature lines are on the next page.]

Executed as of the date first above written.

ASSIGNOR: TYSON FOODS, INC.

By David VanBebber

David L. Van Bebber, Vice President

ASSIGNEE: TT ACQUISITION, INC.

By _____

Its _____

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Seattle/1/29/01

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ASSIGNOR:

TYSON FOODS, INC.

By _____

David L. Van Bebber, Vice President

ASSIGNEE:

TT ACQUISITION, INC.

By Charles H. Boudreau

Its President

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