



101771036

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

1. Name of conveying party(ies): 7-201  
Omega Protein Corporation

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Nevada  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Omega Protein, Inc.

Internal  
Address: \_\_\_\_\_ JUL 2 2001  
Street Address: 835 - B Pride Drive  
City: Hammond State Louisiana Zip 70401

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

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

3. Nature of conveyance:

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

Execution Date: June 22, 2001

4. Application Number(s) or Registration Number(s)

A. Trademark Application No. (s)  
76/802,231

B. Trademark Registration No.(s)  
\_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Albert B. Kimball, Jr.  
Internal Address \_\_\_\_\_  
Bracewell & Patterson, L.L.P.  
P.O. Box 61389, Houston, Texas 77208-1389

Street Address \_\_\_\_\_  
711 Louisiana Street, Suite 2900  
City: Houston State: Texas Zip: 77002-2781  
07/09/2001 DBYRNE 00000248 76802231  
01 FC:481 40.00 OF

6. Total number of applications and registration involved: \_\_\_\_\_ 1

7. Total fee (37 CFR 3.41) ..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
\_\_\_\_\_

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

DO NOT USE THIS SPACE

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. Charges to deposit account are authorized, as indicated herein.

Albert B. Kimball, Jr.  
Name of Person Signing                      by James E. Kimball Signature                      June 22, 2001 Date

Total number of pages including cover sheet, attachments, and document 4

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

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is made this 22nd day of June, 2001 by and between Omega Protein Corporation, a Nevada corporation ("Assignor") and Omega Protein, Inc., a Virginia corporation ("Assignee"). The Assignor and Assignee are collectively referred to herein as the "Parties".

WHEREAS, the Assignor is the owner of the trademarks, service marks and trade names as represented by the trademarks and their associated registrations and applications described on Schedule A attached to and made a part of this Assignment ("Trademarks");

WHEREAS, the Assignee is interested in acquiring the Trademarks, including all domestic and foreign rights, registrations, and applications, from the Assignor, as part of the business to which the Trademarks pertain, and the Assignor is interested in transferring the Trademarks to the Assignee.

NOW, THEREFORE, the Assignor, for the sum of one United States dollar and other good and valuable consideration, the receipt, adequacy and sufficiency of which is acknowledged by the Assignor:

1. Hereby sells, assigns, transfers and conveys to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Trademarks, and their associated registrations and applications, both domestic and foreign, together with the goodwill of the business associated with and symbolized by the Trademarks; and

2. Hereby sells, assigns, transfers and conveys to the Assignee, its successors and assigns all causes of action, past, present, and future for infringement or unfair competition with respect to the Trademarks; and

3. Will, upon written request of Assignee, its successors and assigns, execute reasonable documents prepared at the expense of Assignee, its successors and assigns, to perfect its title to any and all rights in the Trademarks conveyed hereunder.

IN WITNESS WHEREOF, Assignor has given legal effect to this Assignment by its duly authorized representative.

**ASSIGNOR:**

Omega Protein Corporation

By: Robert W. Stockton

Name: Robert W. Stockton

Title: Executive Vice President

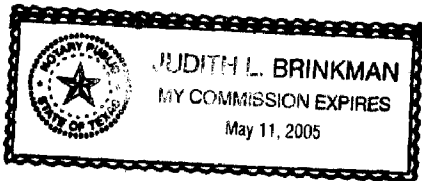
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on June 22, 2001, by Robert W. Stockton the Executive Vice President, of Omega Protein Corporation, a Nevada corporation, on behalf of said corporation.

Judith L. Brinkman  
Notary Public in and for  
the State of Texas

Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**Schedule A: Trademarks**

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Reg./App. Country</u>
OMEGAGROW	75/802,231	United States