

11.20.01



To the Honorable Commissioner of Patents &

101901118

original documents or copy thereof.

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

Iceland Seafood Corporation

- Individual(s)
- Association
- Limited Partnership
- Corporation
- General Partnership
- Other:



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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Release and Termination of Security Interest

Execution Date: February 26, 2001

2. Name(s) and address(es) of receiving party(ies):

Name: Seaflower Whitefish Corporation Limited

Address: Insel Street - Box 15
Luderitz 9000 Namibia

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation of Namibia
- Other:

If assignee is not domiciled in the United States, a domestic representative is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application Number(s):

B. Trademark Registration Number(s):

2,180,885

Additional numbers attached?

- Yes
- No

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

Name: Douglas A. Rettew

Address: FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3515

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit Account No.: 06-0916

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.

Douglas A. Rettew

Name of person signing

Signature

11/20/01
Date

Total number of pages including cover sheet, attachments and documents: 4

Attorney Docket: 06144.0027-01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: **Seaflower Whitefish Corporation Limited**
Reg. Number: **2,180,885**
Issue Date: **August 11, 1998**
Mark: **SEAFLOWER**

11-2001

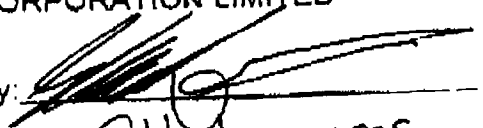
ASSISTANT COMMISSIONER FOR TRADEMARKS
2900 Crystal Drive
Arlington, Virginia 22202-3513

ATTN: BOX POST REG NO FEE

DESIGNATION OF DOMESTIC REPRESENTATIVE

Finnegan, Henderson, Farabow, Garrett & Dunner, L.L.P., having a postal address at 1300 I Street, N.W., Washington, D.C. 20005-3315, is hereby designated the registrant's representative upon whom notice or process in proceedings affecting the mark may be served.

SEAFLOWER WHITEFISH CORPORATION LIMITED

By: 
Name: G.H. Lowmire
Title: Administration Manager
Date: 2001/10/19

SEAFLOWER WHITEFISH CORPORATION
P.O. Box 15
LUDERITZ
TEL: 06331-2031
FAX: 06331-2414

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LAW OFFICES
FINNEGAN, HENDERSON,
FARABOW, GARRETT,
& DUNNER, L.L.P.
1300 I STREET, N.W.
WASHINGTON, DC 20005
202-408-4000

ASSIGNMENT OF TRADEMARK

WHEREAS, ICLEAND SEAFOOD CORPORATION, a Pennsylvania Corporation having its principal place of business at 190 Enterprise Drive, Newport News, Virginia 23603 (previously at 1250 Slate Hill Road, Camp Hill, Pennsylvania 17011) (hereinafter referred to as the "ASSIGNOR"), is the owner of the trademark and the record owner of the United States Trademark Registration No. 2,180,885, SEAFLOWER, in Class 29, issued on 11 August 1998 (hereinafter referred to as the "TRADEMARK"); and

WHEREAS, SEAFLOWER WHITEFISH CORPORATION LIMITED, a Namibian registered company having its principal place of business at Insel Street - Box 15, Luderitz 9000, Namibia (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all of the rights, title and interest of ASSIGNOR in, to and under the TRADEMARK, together with the goodwill of the business associated with the TRADEMARK.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the sufficiency and receipt of which are hereby acknowledged, ASSIGNOR confirms the transfer and hereby transfers and assigns to ASSIGNEE the entire right, title and interest in and to the TRADEMARK together with the goodwill of the business associated with the TRADEMARK and the United States registration therefore, and

ASSIGNOR, does also hereby sell, assign, transfer and set over unto ASSIGNEE its successors, legal representatives and assigns all claims for damages by reason of past infringement of the TRADEMARK, the right to sue for and collect the same for its own use and

enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives;
and

ASSIGNOR, further authorises the Commissioner of Patents and Trademarks of the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the TRADEMARK and title thereto as the property of the ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument; and

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument on this 26th day of Feb. 2001.

ICELAND SEAFOOD CORPORATION

By: [Signature]
Name: John Williams
Title: Vice President

STATE OF)
) ss: Virginia
COUNTY OF) Newport News

On the 26th day of February 2001, before me personally came John Williams, to me known, who being by me duly sworn, did depose and say that he holds the office of CFO/Vice President of Iceland Seafood Corporation, the assignor described in and which executed the foregoing instrument, and that he was duly authorised to execute this Assignment on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires October 31, 2001