

TRADEMARK
REEL: 002410 FRAME: 0559

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 28th day of November, 2001, by and between KEYBANK NATIONAL ASSOCIATION, a national bank with a mailing address of 32 Market Square, Houlton, Maine 04730 (the "Bank"), and ATLANTIC SALMON OF MAINE LIMITED LIABILITY COMPANY, 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 (the "Assignee").

A. Pursuant to that certain Trademark Collateral Assignment dated August 11, 2000 executed by Assignee in favor of Bank (the "Prior Assignment"), and in order to induce Bank to extend credit and to secure Assignee's obligations to Bank under that certain Unlimited Guaranty of Payment and Performance dated August 11, 2000 and that certain Revolving Loan Agreement dated August 11, 2000 (the "Obligations"), Assignee granted Bank a security interest in and assigned and conveyed to Bank Assignee's entire right, title and interest in and to certain trademarks. Pursuant to the Prior Assignment, Bank agreed that such assignment would terminate once Assignee had completely satisfied all of the Obligations.

B. Assignee having satisfied all of the Obligations, the parties now wish for Bank to assign all right, title and interest in the subject trademarks back to Assignee.

NOW, THEREFORE, for valuable consideration, Bank hereby covenants as follows:

1. Assignment. Bank hereby assigns, conveys, and returns and grants to Assignee Bank's entire right, title, and interest in and to, or arising from, all of the trademarks, service marks, trade names, and trade styles, registrations and applications (including the trademark registrations listed in the attached Schedule 1) assigned to Bank in the Prior Assignment and all products and proceeds thereof, rights to sue for past, present and future infringement, all rights and general intangibles corresponding thereto throughout the world, and all Reissues, divisions, continuations, renewals, extensions and continuations in part thereof (collectively, the "Marks").

2. Satisfaction of Prior Loan Agreement. Bank hereby warrants, agrees, and confirms that Assignee has completely satisfied the Obligations and that, as a result, Bank no longer holds any right, title or interest whatsoever in any of the Marks. Bank warrants, agrees, and confirms that the Prior Assignment is hereby terminated, cancelled, and declared of no further force and effect. Bank will no longer claim or

assert any right, title or interest in or to the Marks, nor do any act or thing that contemplates any such right, title, or interest, nor do any act or thing to contest Assignee's right, title and interest to or in the Marks.

3. Further Acts. Bank agrees that it will do, permit, or cause to be done each and every act or thing which may be necessary to effectuate this Assignment, at the Assignee's expense including, but not limited to, filing whatever documents may be necessary to record this Assignment with the United States Patent and Trademark Office or with any applicable state, federal or international agency.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns.

5. Entire Agreement. Bank and Assignee hereby agree that this Assignment constitutes the entire understanding of the parties with respect to the matters contained herein and supersedes all prior or contemporaneous understandings of the parties, including but not limited to those set forth in the Prior Assignment.

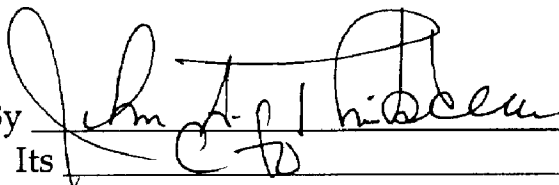
6. Governing Law. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the United States of America and, to the extent applicable, the laws of the State of Maine.

EXECUTED as of the date first set forth above.

KEYBANK NATIONAL ASSOCIATION

By _____
Its _____

ATLANTIC SALMON OF MAINE
LIMITED LIABILITY COMPANY

By  _____
Its _____

SCHEDULE 1

Trademark Registrations

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
2,134,149	United States	February 3, 1998	"Majestic Salmon" words and design
2,395,650	United States	October 17, 2000	"Majestic Salmon" words and design

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 29~~th~~ day of November, 2001, by and between KEYBANK NATIONAL ASSOCIATION, a national bank with a mailing address of 32 Market Square, Houlton, Maine 04730 (the "Bank"), and ATLANTIC SALMON OF MAINE LIMITED LIABILITY COMPANY, 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 (the "Assignee").

A. Pursuant to that certain Trademark Collateral Assignment dated August 11, 2000 executed by Assignee in favor of Bank (the "Prior Assignment"), and in order to induce Bank to extend credit and to secure Assignee's obligations to Bank under that certain Unlimited Guaranty of Payment and Performance dated August 11, 2000 and that certain Revolving Loan Agreement dated August 11, 2000 (the "Obligations"), Assignee granted Bank a security interest in and assigned and conveyed to Bank Assignee's entire right, title and interest in and to certain trademarks. Pursuant to the Prior Assignment, Bank agreed that such assignment would terminate once Assignee had completely satisfied all of the Obligations.

B. Assignee having satisfied all of the Obligations, the parties now wish for Bank to assign all right, title and interest in the subject trademarks back to Assignee.

NOW, THEREFORE, for valuable consideration, Bank hereby covenants as follows:

1. Assignment. Bank hereby assigns, conveys, and returns and grants to Assignee Bank's entire right, title, and interest in and to, or arising from, all of the trademarks, service marks, trade names, and trade styles, registrations and applications (including the trademark registrations listed in the attached Schedule 1) assigned to Bank in the Prior Assignment and all products and proceeds thereof, rights to sue for past, present and future infringement, all rights and general intangibles corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof (collectively, the "Marks").

2. Satisfaction of Prior Loan Agreement. Bank hereby warrants, agrees, and confirms that Assignee has completely satisfied the Obligations and that, as a result, Bank no longer holds any right, title or interest whatsoever in any of the Marks. Bank warrants, agrees, and confirms that the Prior Assignment is hereby terminated, cancelled, and declared of no further force and effect. Bank will no longer claim or assert any right, title or interest in or to the Marks, nor do any act or thing that contemplates any such right, title, or interest, nor do any act or thing to contest Assignee's right, title and interest to or in the Marks.

3. Further Acts. Bank agrees that it will do, permit, or cause to be done each and every act or thing which may be necessary to effectuate this Assignment, at the Assignee's expense, including, but not limited to, filing whatever documents may be necessary to record this

Assignment with the United States Patent and Trademark Office or with any applicable state, federal or international agency.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns.

5. Entire Agreement. Bank and Assignee hereby agree that this Assignment constitutes the entire understanding of the parties with respect to the matters contained herein and supersedes all prior or contemporaneous understandings of the parties, including but not limited to those set forth in the Prior Assignment.

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

EXECUTED as of the date first set forth above.

KEYBANK NATIONAL ASSOCIATION

By Brian Hewelling
Its Vice President

ATLANTIC SALMON OF MAINE
LIMITED LIABILITY COMPANY

By _____
Its _____

SCHEDULE 1

Trademark Registrations

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
2,134,149	United States	February 3, 1998	"Majestic Salmon" words and design
2,395,650	United States	October 17, 2000	"Majestic Salmon" words and design