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Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Atlantic Salmon of Maine Limited Liability Company

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other limited liability company

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

2. Name and address of receiving party(ies)

Name: Christiania Bank og Kreditkasse ASA

Internal Address:

Street Address: Olav Tryggvasons gate 39/41

City: Trondheim State: Norway Zip: 7005

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other Norwegian banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: [x] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [x] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: November 28, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,134,149
2,395,650

Additional number(s) attached [ ] Yes [x] No

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

Name: Melissa A. Weiland

Internal Address:

12/20/2001 TDIAZ1 00000109 2134149
01 FC:481 40.00 OP
02 FC:482 25.00 OP

Street Address: Mundt MacGregor L.L.P.
999 Third Avenue, Suite 4200

City: Seattle State: WA Zip: 98104

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....$ 65.00

- [x] 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.

Melissa A. Weiland — Name of Person Signing
Melissa A. Weiland — Signature
11/30/01 — Date

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

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

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS (the "Assignment") is entered into as of the 28th day of November, 2001, between ATLANTIC SALMON OF MAINE LIMITED LIABILITY COMPANY, a Maine limited liability company (the "Assignor"), and CHRISTIANIA BANK OG KREDITKASSE ASA, a Norwegian banking corporation ("Christiania"), and Merita Bank Plc, a Finnish baking corporation ("Merita," and together with Christiania, sometimes referred to herein as the "Assignee").

A. Assignor and certain affiliates of the Assignor, as borrowers (the "Borrowers"), and Assignee are parties to (i) that certain Term Loan Agreement of even date herewith between the Borrowers and Christiania relating to a term loan in the aggregate amount of Twenty Six Million United States Dollars (USD 26,000,000.00) and (ii) that certain Credit Facility Agreement of even date herewith between the Borrowers, Christiania, and Merita relating to a credit facility in the aggregate amount of Fifteen Million United States Dollars (USD 15,000,000.00) (together, the "Loan Agreements" and the "Loans," respectively).

B. Pursuant to the Loan Agreements, and pursuant to a Security Agreement of even date herewith executed by Assignor in favor of Assignee (the "Security Agreement"), Assignor has granted and agreed to assign to Assignee, among other things, a security interest in Assignee's general intangibles, including, but not limited to, all trademark and patent rights of Assignor, as security for all of Borrowers' obligations under the loans. All undefined capitalized terms used herein have the meanings ascribed to them in the Loan Agreements and the Security Agreement.

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

1. Assignment. To secure the complete and timely payment, performance and satisfaction of all the Borrowers' obligations to Assignee under the Loan Agreements and the Security Agreement or arising out of or in connection with the Loans (the "Obligations"), Assignor hereby assigns, transfers, and grants to Assignee a security interest in, and all of Assignor's right, title, and interest in and to, and arising from, all of Assignor's (a) trademarks, service marks, trade names, and trade styles, whether arising under common law, federal registration, or any foreign jurisdiction (collectively, the "Trademarks") and (b) patents, whether granted in the United States or any foreign jurisdiction (collectively, the "Patents"), in either case,

whether presently existing or hereafter acquired, including without limitation the following:

1.1 All Patents and Patent applications;

1.2 All Patent licenses;

1.3 All Trademarks, Trademark registrations and Trademark applications, including those listed in the attached Schedule 1 (the "Scheduled Trademarks"), and all goodwill of the business associated therewith;

1.4 All Trademark licenses; and

1.5 All products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringements of Patents or Trademarks or dilution of any Trademark; claims under any Patent or Trademark license; or claims for injury to the goodwill associated with any Trademark, Trademark registration or Trademark license.

2. Assignor's Warranties. In addition to the representations made by Assignor in the Loan Agreements and the Security Agreement, Assignor makes the following representations and warranties:

2.1 Validity. Assignor warrants that the Scheduled Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and that, to the best of its knowledge, each of the Scheduled Trademarks was validly issued and is valid and enforceable as of the date of this Assignment.

2.2 Sole Owner. Assignor warrants that it is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Scheduled Trademarks, free and clear of any liens, charges and encumbrances, including without limitation any pledges; assignments; licenses; shop rights; and covenants by Assignor not to sue third persons.

3. Assignor's Covenants.

3.1 No Divesting of Rights. Until the Obligations shall have been satisfied in full, and except for liens and other transfers expressly permitted by the terms of the Loan Agreements and the Security Agreement, Assignor has not and will not assign, sell, charge or pledge the whole or any part of its right, title, or interest to or in the Patents or Trademarks to anyone without the prior written consent of Assignee.

3.2 Further Acts. Until the Obligations shall have been satisfied in full, Assignor will do, permit, or cause to be done each and every act or thing that Assignee may from time to time reasonably require to be done for the purpose of enforcing Assignee's rights under this Assignment and will allow its name to be used as and when required by Assignee for such purpose.

3.3 Assignee's Costs. Assignor will reimburse Assignee on demand all costs whatsoever incurred by Assignee in perfecting, preserving, maintaining, or enforcing the security created by this Assignment, or in the exercise by Assignee of any of its powers under the Security Agreement and this Assignment.

3.4 No Inconsistent Obligations. Assignor covenants that, until all of the Obligations have been satisfied in full, Assignor will not, without Assignee's prior written consent, enter into any agreement (including any license agreement) that is inconsistent with Assignor's obligations under this Assignment.

3.5 Maintenance of Standard of Quality. Assignor shall maintain the standard of quality of all products designed, published, distributed and sold in association with the Trademarks and Patents consistent with good and sound business practices.

3.6 Prosecution of Trademarks and Patents. Until the Obligations shall have been satisfied in full, Assignor covenants that it will diligently prosecute any and all Trademark and Patent applications pending on or after the date of this Assignment and will preserve and maintain all rights in the Trademarks and Patents, including but not limited to the payment of maintenance fees. Assignor will employ counsel acceptable to Assignee for all Trademark and Patent-related work.

4. Future Trademark and Patent Rights. Assignor agrees that, until all of the Obligations have been fully satisfied, this Assignment shall apply to all of Assignor's rights or entitlements to new Trademark or Patent applications, renewals, or registrations accrued after the date hereof.

5. Modifications. Assignor authorizes Assignee to modify this Assignment by amending Schedule 1 to include any future Trademarks or Patents, or any renewals or registrations of Trademarks or Patents, and any Trademarks or Patents existing as of the date of this Assignment that become known to Assignee after the date hereof. Any other modification must be in writing and signed by the parties.

6. Assignor's Duties Prior to Default. Until an Event of Default occurs, and subject to the limitations imposed by this Assignment, Assignee hereby grants to Assignor the exclusive, nontransferable right and license to exercise all rights to the Trademarks and Patents and to use the Trademarks and Patents for Assignor's own benefit.

7. Assignee's Rights Upon Default. In an Event of Default, upon Assignee's notice to Assignor, Assignor's license to the Trademarks and Patents set forth in paragraph 6 hereof shall terminate forthwith and Assignee shall have and may exercise all rights set forth in this Assignment and the Security Agreement.

8. Assignee as Attorney-in-Fact. Assignor hereby appoints Assignee as Assignor's true and lawful agent and attorney-in-fact with full power (upon any default hereof or any Event of Default under the Loan Agreements or the Security Agreement, in the name of Assignor or otherwise) to do the following: (i) ask, require, demand, receive, compound, and give acquittances for any and all monies and claims for monies due and to become due under or arising out of the Trademarks and Patents or this Assignment; (ii) endorse any checks or other instruments or orders in connection therewith; (iii) grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to any third person; (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents and Trademarks to any third person; and (v) file any claims or institute any proceedings or otherwise take any action which to Assignee may seem necessary or advisable in connection with the Patents and Trademarks. Assignor agrees that this appointment is coupled with an interest and shall be irrevocable until all of the Obligations have been satisfied in full.

9. Re-vestment of Trademarks and Patents. When Assignor completely satisfies all of the Obligations, this Assignment will terminate and Assignee will execute and deliver to Assignor all assignments and other instruments necessary to re-vest in Assignor full title to the Trademarks and Patents, subject to any disposition that may have been made by Assignee under this Assignment. The reasonable expenses incurred with such assignments or other instruments shall be borne by Assignor.

10. Subrogation of Claims. Assignee has the right, but not the obligation, to file a claim in its own name to enforce any rights arising under the Trademarks and Patents. If Assignee does file a claim, Assignor will do any and all lawful acts and execute any and all documents necessary to enforce the claim. Assignor must promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 10.

11. Successors and Assigns. Assignor may not assign its right or duties under this Assignment without Assignee's prior written consent. Assignee may, in its sole discretion, assign its rights and duties under this Assignment to any lender or other financial institution that acquires a participation or other interest in the Loans. This Assignment shall be binding upon and inure to the benefit of the parties, their heirs, successors, and permitted assigns.

12. Severability. The provisions of this Assignment 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 and 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 remaining clause or provision of this Agreement in any jurisdiction.

13. 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, without regard to conflict of laws provisions.

EXECUTED as of the date first set forth above.

ATLANTIC SALMON OF MAINE LIMITED LIABILITY COMPANY

By _____
Its CFO

CHRISTIANIA BANK OG KREDITKASSE ASA

By _____
Its Attorney in fact

MERITA BANK PLC

By _____
Its Vice President

TRADEMARK
REEL: 002410 FRAME: 0608

SCHEDULE 1

TRADEMARKS AND PATENTS

Trademark Registrations

Registration No.	Country	Issue Date	Mark
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

Common Law Trademarks

Mark	Country	Date of First Use
"FRESH CURE"	United States	September 2001

Trademark Registration Nos.: 1,584,925
2,357,203
1,584,926
2,314,753
2,134,149
2,395,650
2,165,902
1,974,491
2,162,122
2,163,736
2,207,350

Trademark Application No.: 78-074314

Designation of Domestic Representative

Assignee, by the undersigned, hereby designates the law firm of Mundt MacGregor L.L.P., whose address is 999 Third Avenue, Suite 4200, Seattle, Washington 98104-4082, telephone number (206) 624-5950, which has associated with it Matthew L. Fick and Melissa A. Weiland, both attorneys admitted to practice in the State of Washington, Applicant's Domestic Representative in the United States upon whom notice or process in proceedings affecting the assignment of the above-identified marks may be served, pursuant to Section 1(e) of the Lanham Act, 15 U.S.C. § 1051(e), and C.F.R. § 2.24.

Dated: November 30, 2001

Respectfully submitted,

CHRISTIANIA BANK OG KREDITKASSE

By _____

Name IVAR LØVBERGET

Title Attorney in fact

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