

10-08-2002

Attorney Docket No.A00747/40003 (DRW):

Form PTO-1594

(Rev.03/01)

OMB No.0651-0027 (exp. 5/31/2006)



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3 SHEET

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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)

Norway Seafoods AS

Individual(s) citizenship:

State of Incorporation - Norway

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

10/3/02

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

Name: Findus AB

Internal

Address: S-267 81 Bjuv

Sweden

Individual(s) citizenship:

State of Incorporation - Sweden

If assignee is not domiciled in the United States, a
domestic representative designation is attached.

Yes

(Designations must be a separate document from
assignment.)

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

3. Nature of conveyance:

Assignment

Execution Date: August 2000

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

A. Trademark Application No(s):

B. Trademark Registration No(s):

1,221,063; 2,021,221

Additional number(s) attached? No

5. Name and address of party to whom
correspondence concerning document should be
mailed:Douglas R. Wolf
Wolf, Greenfield & Sacks. P.C.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 022106. Total number of applications and registrations
involved: 2

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

Enclosed

If the enclosed fee is insufficient, the Commissioner is
authorized to charge the fee to the account of the
undersigned.

8. Deposit account number: 23/2825

DO NOT USE THIS SPACE

9. Signature

Laura E. Topper

September 27, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 14

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

10/07/2002 DBYRNE 00000011 1221063

01 FC:481
02 FC:48240.00 OP
25.00 OP

FILING SECTION


OCT 7 50

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Owner : Findus AB
Address : S-267 81 Bjuv
Sweden
Country of Incorporation : Sweden

CERTIFICATE OF MAILING UNDER 37 C.F.R. §1.8(a)

The undersigned hereby certifies that this document is being placed in the United States mail with first-class postage attached, addressed to BOX ASSIGNMENT, Commissioner of Patents and Trademarks, Washington, D.C., 20231, on the 27th day of September, 2002.



Laura E. Topper

BOX ASSIGNMENT
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Findus AB hereby appoints, with full powers of substitution and revocation, the following as its attorneys and/or agents to file this declaration and to transact all business in the Patent and Trademark Office in connection with the recordation of the transfer of registrations and applications, and the following to be the owner's representative upon whom notice or process in the proceedings affecting the mark may be served:

Robert M. Abrahamsen	Steven J. Henry	Edward F. Perlman
Michael A. Albert	Jason M. Honeyman	Elizabeth R. Plumer
John N. Anastasi	Robert E. Hunt	Jeffrey B. Powers
Ilan Barzilay	Daniel P. Kennedy	Randy J. Pritzker
Carole A. Boelitz	Ronald J. Kransdorf	Michael N. Rader
Elias Domingo	Peter C. Lando	Edward J. Russavage
Gary S. Engelson	M. Brad Lawrence	Robert A. Skrivaneck, Jr.
Neil P. Ferraro	Helen C. Lockhart	Mark Steinberg
Thomas G. Field, III	Matthew B. Lowrie	Joseph Teja, Jr.

Stephen R. Finch
Edward R. Gates
Richard F. Giunta
Lawrence M. Green
George L. Greenfield
James M. Hanifin, Jr.

Lisa W. Martir
William R. McClellan
Daniel P. McLoughlin
Aaron W. Moore
James H. Morris
Timothy J. Oyer

John Van Amsterdam
Kristin D. Wheeler
Lisa E. Winsor
David Wolf
Douglas R. Wolf

whose post office address is Wolf, Greenfield & Sacks, P.C., Federal Reserve Plaza, 600 Atlantic Avenue, Boston, MA 02210, Telephone Area Code (617) 720-3500, and Telecopier Number (617) 720-2441. Direct all correspondence to Douglas R. Wolf at the above address and phone number.

Findus AB

29 July 2002
Date

By: Erik Larsson
Name: Erik Larsson
Title: Company Lawyer

AGREEMENT FOR
CONSENT TO TRANSFER OF RIGHTS
under

A TRADEMARK LICENSE AGREEMENT
dated 28 January 2000

for the trademark
FRIONOR
and certain other trademarks owned by Norway Seafoods ASA



This agreement is entered into on 16 August ~~16 May~~ 2000 between:

- (1) Norway Seafoods ASA, Lysaker Torg 8, N-1325 Lysaker, Norway, org. no. 971 593 148 (hereinafter referred to as "NWS");
- (2) Findus Holding AB, S-267 81 Bjuv, Sweden, reg. no. 556571-2709 (hereinafter referred to as "Findus"); and
- (3) American Seafoods Consolidated LLC, c/o American Seafoods International LLC, 40 Herman Melville Boulevard, New Bedford, MA 02741, USA (hereinafter referred to as "ASC").

1. Background

Whereas

- (A) NWS is the owner of the trademark Frionor and certain other trademarks for seafood products and other foodstuffs;
- (B) NWS and ASC on 28 December 1999 entered into a Trademark License Agreement attached hereto as Exhibit A (the "License Agreement"), whereby ASC was granted the right to use certain trademarks for the marketing and sale of seafood products and services within the territory of USA, Canada and Mexico for a period of 99 years;
- (C) NWS has sold its Frionor business, including the trademark Frionor and other trademarks owned by NWS;
- (D) The parties agree that NWS should transfer its rights and obligations under the License Agreement to Findus:

the following has been agreed:  

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TRADEMARK

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REEL: 002594 FRAME: 0325

2. Assignment of rights and obligations

NWS hereby assigns and transfers all of its rights and obligations under the License Agreement to Findus.

Findus hereby undertakes to perform the obligations and exercise the rights presently held by NWS under the License Agreement in accordance with the terms of the License Agreement.

ASC hereby consents to the assignment of NWS' rights and obligations under the License Agreement to Findus in accordance with Section 9 of the License Agreement.

3. Release of obligations; Waiver of rights

ASC hereby releases NWS from all of its obligations under the License Agreement with effect from the date of this agreement.

NWS waives all rights under the License Agreement as of the date of this agreement, and waives any claim for remuneration or compensation thereunder not made or demanded on or before the date hereof.

4. Findus' rights upon expiry

Upon the expiry of the License Agreement, the rights to the trademarks licensed under the License Agreement shall vest in full in Findus without need for further action on the part of Findus.

5. Representations and warranties

NWS represents and warrants to Findus that it has duly fulfilled all of its obligations under the License Agreement up to the date of this agreement, and that it is not in default under or in breach of the License Agreement.

Each party warrants that it is duly organised, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and all necessary licenses, permits and authorisations to carry on its businesses as conducted on the date hereof. The parties furthermore warrant that they have the full legal and corporate powers to enter into this agreement and that it has taken all corporate and other action necessary to validly enter into this agreement and to consummate the transactions contemplated hereby. NWS represents and warrants to ASC that it has transferred to Findus all right, title and interest in all "Trademarks" as that term is defined in the License Agreement.

6. Notices and communication

Notices to NWS shall be sent by hand, first class letter or fax to:

Norway Seafoods ASA, Lysaker Torg 8, 1325 Lysaker, Norway, for the attention of Mr. Henrik Schüssler, fax no.: +47 67 52 47 03.

with a copy to

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Wikborg, Rein & Co., P.O. Box 1513 Vika, 0117 Oslo, Norway, for the attention of Mr. Ketil Bør, fax no.: +47 22 82 75 01.

Notices to Findus shall be sent by hand, first class letter or fax to:

Findus Sverige AB, SE-267 81 Bjur, Sweden, for the attention of Mr. Erik Larsson, fax no.: +46 42 82 909.

With a copy to

Advokatfirman Vinge KB, P.O. Box 1703, SE-111 87 Stockholm, Sweden, for the attention of Mr. Michael Wigge, fax no.: +46 8 411 1485.

Notices to ASC shall be sent by hand, first class letter or fax to:

American Seafoods Consolidated LLC, c/o American Seafoods International LLC, 40 Hemman Melville Boulevard, New Bedford, MA 02741, USA, for the attention of Jeff Davis, fax no. +1 508 997 5820.

7. Costs and expenses

Each party shall bear its own costs and expenses, including legal and any other professional and advisory fees, incurred in connection with this agreement and the transaction contemplated hereby.

8. Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with Norwegian law. Any disputes arising hereunder or in connection herewith shall be referred to the courts of Norway with Oslo City Court as due venue.

Oslo/New Bedford, 16 May 2000

NORWAY SEAFOODS ASA

AMERICAN SEAFOODS CONSOLIDATED LLC

Name:

Håvard Refsum

Name:

BERNT O. BODAL

FINDUS HOLDING AB

Name:

Michael Wigge by proxy

Ch. 1111 Borda #95

TRADEMARK LICENSE AGREEMENT

between

NORWAY SEAFOODS ASA AND FRIONOR AS
(hereinafter referred to as "Licensors")

and

↓ FRIONOR

AMERICAN SEAFOODS CONSOLIDATED LLC
(hereinafter referred to as "Licensee")

WHEREAS;

Norway Seafoods ASA and Frionor AS are the owners of all rights to and under certain registered trademarks as defined in Appendix 1 to this Agreement (which, together with the goodwill associated with the marks shall be hereinafter referred to as "the Trademarks"),

American Seafoods Consolidated LLC wishes to use the Trademarks as trademarks for their seafood products sold in USA, Canada and Mexico (hereinafter referred to as "the Territory"), and

Norway Seafoods ASA, Frionor AS and American Seafoods Consolidated LLC (hereinafter collectively referred to as the Parties) have decided to enter into a license agreement on this date on the terms as set out below (hereinafter defined as the "Agreement").

1. TRADEMARK LICENSE

Subject to the terms and conditions of this Agreement the Licensors grant the Licensee a 99 year, exclusive license to use the Trademarks for the marketing and sale of Licensee's seafood products and services, without limitation, within the Territory. The Licensee shall not use the Trademarks in any country outside the Territory or for any other purpose. The Licensors shall not use the Trademarks in the Territory.

The Licensee has the right to grant its subsidiaries, (directly or indirectly owned or controlled more than 50% by American Seafoods Consolidated LLC) a sub-license to use the Trademarks according to the terms and conditions in this Agreement. The Licensee will remain responsible for the sublicensees' use of the Trademarks. In the event (i) the Licensee or any sublicensee transfers all or substantially all of the business of Licensee or such sublicensee related to any of the Trademarks in a sale, merger or any other transaction or (ii) Licensee or any of its subsidiaries transfers any sublicensee which is sublicensing any of the Trademarks, the Licensee, or such sublicensee, as the case may be, shall have the right to transfer all the rights and obligations related to such Trademarks to the purchaser or sublicensee, as the case may be. As a result of such

transfer this Agreement shall apply between the Purchaser or sublicensee, as the case may be, and the Licensors and shall continue between the parties hereto with respect to the remaining Trademarks (if any). Upon the request of Licensee, (i) Licensors shall execute such documentation as is reasonably necessary to evidence the agreement with such purchaser or such sublicensee, as the case may be, and (ii) upon consummation of the applicable transaction, Licensee shall be released of its obligations hereunder with respect to the Trademarks to the extent licensed to such purchaser or such sublicensee, as the case may be.

2. CHANGES

The Licensee shall not make any changes in the Trademarks, including, but not limited to, the logo, or make any imitations or modifications of the Trademarks, without the written consent of the Licensors.

If the Licensors revise or change the Trademarks, the Licensee shall have the option to continue to use the existing Trademarks or to use the revised or changed Trademarks. In case the Licensee resolves to use the revised or changed Trademarks, such trademarks shall replace the Trademarks as listed in Appendix 1 and this Agreement shall apply correspondingly for such revised or changed trademarks.

3. OWNERSHIP

The Licensee acknowledges that the Licensors retain all right, title and interest in and to the Trademarks, and that the Licensee cannot claim any rights to the Trademarks based on the Licensee's use of the Trademarks.

4. ROYALTY

The Licensee shall pay all fees related to renewal and maintenance of the Trademarks in the Territory.

5. **THE LICENSORS' OBLIGATIONS**

The Licensors undertake to renew the Trademarks when necessary, and to the extent such renewal is possible, as required by Licensee.

However, the Licensors may send the Licensee a written request asking whether a Trademark should be renewed or not. If the Licensee agrees not to renew such Trademark, or the Licensors have not received a written answer within one month from the date of such request, the Licensors are free to decide not to renew the Trademark.

The Licensors do not warrant that the Trademarks are renewable.

The Licensors undertake not to solicit customers for their products or services under any of the Trademarks within the Territory during the term of this Agreement.

6. **INDEMNIFICATION**

The Licensee hereby agrees to indemnify, defend and hold harmless the Licensors from any third party suit, claim or any other legal action arising from the Licensee's use of the Trademarks, except to the extent caused by Licensors gross negligence, breach of this Agreement or willful misconduct.

7. **INFRINGEMENT**

The Licensee, with respect to the Territory, and the Licensors, with respect to all countries outside the Territory, each agree to take reasonable actions to preserve and protect the Trademarks. If it comes to the knowledge of any of the Parties that a third party has, or is planning, to infringe upon any of the Trademarks, he shall immediately inform the other Party thereof. The Licensee shall have the right to defend the Trademarks at its own costs inside and/or outside the Territory if the Licensors do not commence appropriate legal action to defend the Trademarks.

8. **EFFECTIVE DATE, TERMINATION, CANCELLATION**

8.1 This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of 99 (ninety-nine) years. This Agreement shall automatically terminate, without any further notice, after the expiration of the 99 year period.

8.2 On the termination of this Agreement, the Licensee shall immediately stop all use of the Trademarks.

8.3 Either Party may cancel this Agreement at any time, by giving written notice to the other Party, if the other Party fails to comply with one or more of the material

provisions of this Agreement after having been given at least ninety (90) days written notice to correct such non-compliance.

9. **ASSIGNMENT**

This Agreement may not be assigned by either Party without the prior written consent of the other Party except as described under clause 1 of this Agreement; provided that, notwithstanding anything to the contrary contained herein, Licensee (or any of its successors or assigns) may, without the consent of Licensor, (i) assign any of its rights hereunder, and delegate the performance of any of its duties hereunder, to any of its affiliates at any time, and (ii) assign any of its rights hereunder, and delegate the performance of any of its duties hereunder, to any person or entity in connection with the sale of all or substantially all of its assets to such person or entity. This Agreement shall be binding upon each Party and its successors and permitted assigns.

10. **MISCELLANEOUS**

10.1 If any provision of this Agreement shall be declared invalid, the balance hereof shall remain in full force and effect.

10.2 Either Party's failure to exercise or enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of any rights of the Parties to enforce such provision.

10.3 This Agreement may not be modified or amended except in writing signed by the Parties hereto.

10.4 The addresses and other details of the Parties for the purpose of any notices under this Agreement are as follows:

If to the Licensors: Norway Seafoods ASA
Lysaker Torg 8
1324 Lysaker, Norway
Telefax: 47-67-52-4646
Contact Person: Henrick Schussler

If to the Licensee: American Seafoods Consolidated LLC
c/o American Seafoods International LLC
40 Herman Melville Boulevard
New Bedford, MA 02741
Telephone: (508) 997-0031
Telefax: (508) 997-5820
Contact Person: Jeff Davis

Any notice, including a notice of change of address to be given by one Party to the other under this Agreement shall be sent in writing by post or fax.


11. CHOICE OF LAW, DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Norway. The Parties agree to submit to the jurisdiction of Oslo byrett all disputes that may arise out of this Agreement.

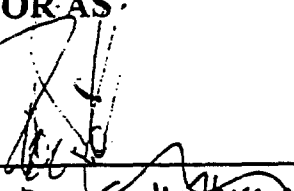
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by them to be effective on the day and year written below.

New York
As of January 28, 2000

NORWAY SEAFOODS ASA


Name: Dag F. Withusen
Title: Authorized Signatory

FRIONOR AS

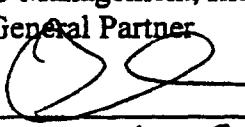

Name: Dag F. Withusen
Title: Authorized Signatory

AMERICAN SEAFOODS CONSOLIDATED LLC

By: American Seafoods Holdings LLC,
its Managing Member

By: American Seafoods, L.P.,
its Managing Member

By: ASC Management, Inc.,
its General Partner


By: _____
Name: Bernt O. Bodal
Title: President

APPENDIX 1

TRADEMARKS SUBJECT TO TRADEMARK LICENSE AGREEMENT BETWEEN NORWAY SEAFOODS ASA, FRIONOR A/S AND AMERICAN SEAFOODS CONSOLIDATED LLC

LAND	Trademark	Application No.	REG.No.	REG. DATE	STATUS	Renewal Date	Comments
	Norway Seafoods ASA ¹						
USA	Arctic Cape		955.847	20.03.73	Reg.	20.03.2003	Norway Seafoods
USA	Batter'n Brew		2.246.731	18.05.99	Reg.	18.05.2009	Norway Seafoods
USA	Boston Cut		1.221.063	21.12.82	Reg.	21.12.2002	Norway Seafoods
USA	Bunch O'Crunch		1.459.404	29.09.87	Reg.	29.09.2007	Norway Seafoods
USA	Dover-Cut		1.100.911	29.08.78	Reg.	29.08.2008	Norway Seafoods
USA	Easy Grill (Stylized)		1.632.014	15.01.91	Reg.	15.01.2001	Norway Seafoods
USA	Filet Gourmet		1.350.877	23.07.85	Reg.	23.07.2005	Norway Seafoods
USA	Friochip		977.418	22.01.74	Reg.	22.01.2004	Norway Seafoods
USA	Frionor		605.559	03.05.55	Reg.	03.05.2005	Norway Seafoods
USA	Tail-r-Cut		878.333	07.10.69	Reg.	07.10.2009	Norway Seafoods
USA	Frionor Fishfries (stylized)		1.597.664	22.05.90	Reg.	22.05.2000	Norway Seafoods
USA	Frionor and Design		1.937.053	21.11.95	Reg.	21.11.2005	Norway Seafoods
						Decl. of use must be filed by 11/21/2001	
USA	Mighty-Crisp		1.336.988	21.05.85	Reg.	21.05.2005	Norway Seafoods
USA	North Cape		955.848	20.03.73	Reg.	20.03.2003	Norway Seafoods
USA	Norwegian Classics		1.470.807	29.12.87	Reg.	29.12.2007	Norway Seafoods
USA	Norwegian Naturals		2.206.056	24.11.1998	Reg.	24.11.2008	Norway Seafoods
	Ocean Cuts		1.879.289	14.02.95	Reg.	14.02.2005	Norway Seafoods
						Decl. of use must be filed by 14.02.2001	
USA	Ocean Cuts (stylized and design)		1.819.098	01.02.94	Reg.	01.02.2004	Norway Seafoods
						Decl. of use must be filed by 01.02.2000	
USA	Polar-Kist and design		1.069.057	05.07.77	Reg.	05.07.2007	Norway Seafoods
USA	Stylized fish design		1.553.065	22.08.89	Reg.	22.08.2009	Norway Seafoods

¹ While the owner of record at the United States Patent and Trademark Office for these marks is FAS, FAS assigned these marks to Norway Seafoods ASA on 8/11/98. FAS assigned its interests in NORWEGIAN NATURAL LS (#2,206,056) to Norway Seafoods ASA by agreement dated 2/16/99.

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List of trademarks - Canada - Mexico - January 2000

LAND	Trademark	Application No.	REG.No.	REG. DATE	STATUS	Renewal Date	Comments
Canada	Frionor (logo)	715671	TMA 429535	24.06.1994	Reg.	24.06.2009	Norway Seafoods
Canada	Frionor (logo + vikingship)	268514	129517	18.01.63	Reg.	18.01.2008	Norway Seafoods
Mexico	Figur (Fisk)	227056	493.171 ✓	26.05.1995	Reg.	15.03.2005	Frionor A/S
Mexico	Bunch O'Crunch	227055	489.995	27.04.1995	Reg.	15.03.2005	Frionor A/S
Mexico	Frionor (logo)	195692	496.049 ✓	28.06.95	Reg.	08.04.2004	Frionor A/S
Mexico	Frionor (design)	22757	493.172 ✓	26.05.95	Reg.	15.03.2005	Frionor A/S

NY1:728687.1
DRAFT 01/28/00