

11-15-2002

Attorney Docket No.A00747/40003 (DRW):

Form PTO-1594  
(Rev.03/01)  
OMB No.0651-0027 (exp. 5/31/20)



102282205

R SHEET U.S. DEPARTMENT OF COMMERCE  
-Y 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)  
Findus AB  
Individual(s) citizenship: *10-9-02*  
State of Incorporation - Sweden  
Additional name(s) of conveying party(ies) attached?  
No

2. Name and address of receiving party(ies):  
Name: American Seafoods Group LLC  
Street Address:  
Marketplace Towers, 2025 First Avenue, Suite 1200  
Seattle, Washington 98121  
Individual(s) citizenship: *9*  
Other - Delaware Limited Liability Company  
If assignee is not domiciled in the United States, a domestic representative designation is attached.  
(Designations must be a separate document from assignment.)  
Additional name(s) & address(es) attached? No

3. Nature of conveyance:  
Assignment  
Execution Date: February 1, 2002

4. Application number(s) or Registration number(s):  
A. Trademark Application No(s):  
B. Trademark Registration No(s):  
*605,559; 677,424; 878,333; 955,847; 955,848; 977,418; 1,069,057; 1,100,911; 1,221,063; 1,250,568; 1,304,001; 1,336,988; 1,350,877; 1,459,404; 1,470,807; 1,553,065; 1,597,664; 1,632,014; 1,819,098; 1,879,289; 2,021,221; 2,206,056; 2,246,731; 2,401,820; 2,505,358; 2,519,116.*  
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 02210

6. Total number of applications and registrations involved: 26  
7. Total fee (37 CFR 3.41) \$ 665.00  
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  
Douglas R. Wolf *[Signature]* *October 7, 2002*  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and document: 7

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

11/14/2002 DBYRNE 00000043 605559

01 FC:0521 40.00 DP  
02 FC:0522 625.00 DP

## AGREEMENT

This Agreement, by and between American Seafoods Group LLC, having a place of business at Marketplace Towers, 2025 First Avenue, Suite 1200, Seattle, Washington 98121, U.S.A. ("ASG"), and Findus AB, having a place of business at S-267 81 Bjuv, Sweden ("Findus"), is effective as of the last date executed below.

WHEREAS ASG entered into a license agreement with a Norwegian company in January 2000, whereby ASG was granted the right to use certain trademarks for the marketing and sale of seafood products and services within the territory of U.S.A., Mexico and Canada. The license agreement was transferred to Findus in May 2000.

WHEREAS, Findus has adopted and used the trademarks world wide in the attached Schedule A of World-wide Trademarks, and owns federal and foreign trademark registrations, applications, and common law, national and local rights to certain marks including, but not limited to, the marks recited in the Schedule A of World-wide Trademarks;

WHEREAS, Findus has adopted and used the trademarks in North America, including the Caribbean in the Attached Schedule B of North American Trademarks, and owns federal and foreign trademark registrations, applications and common law, national and local rights to certain marks including, but not limited to, the marks recited in the Schedule B of North American Trademarks (collectively, Schedule A and Schedule B hereinafter "Trademarks");

WHEREAS, Findus is willing to sell, and ASG is willing to acquire, Findus' entire right, title and interest in the Trademarks, including the goodwill represented by the Trademarks.

NOW, THEREFORE, the parties agree as follows:

1. Findus assigns and transfers to ASG all of its World-wide Trademarks, title and interest in and to the trademarks in the attached Schedule A of World-wide Trademarks, and all state, federal and foreign registrations, applications and common law, national and local rights in the Trademarks, together with the goodwill of the business symbolized thereby.
2. Findus assigns and transfers to ASG all of its North American Trademarks, title and interest in and to the trademarks in the attached Schedule B of North American Trademarks, and all state, federal, and foreign (limited to North America including the Caribbean) registrations, applications, and common law, national, and local rights together with the goodwill of the business symbolized thereby.

3. Findus hereby grants to ASG the right to sue and recover damages for past infringement of the Trademarks and any registrations therefor. Findus further agrees to execute all documents, and carry out such other acts, as may be deemed reasonably necessary by ASG to record or perfect assignment of the Trademarks to ASG.
4. Upon payment by ASG in accordance with section 6 of this Agreement Findus agrees to cease use of the Trademarks and agrees to provide to ASG copies of all of its licenses and agreements relating to the Trademarks, and shall terminate any and all such licenses and agreements upon the request of ASG.

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8. Findus further agrees to execute all documents requested in the future to complete the transfer of the Trademarks in accordance with the spirit of this Agreement. In addition, Findus agrees to execute any other necessary document in order to facilitate the formal transfer of the Trademarks.
  9. ASG agrees to indemnify and hold harmless Findus from any third party claims or legal actions arising from ASG's use of the Trademarks prior to and after the date of execution of this Agreement except to the extent caused by Findus' gross negligence or wilful misconduct.
  10. This Agreement shall be governed by and construed in accordance with the laws of Sweden.

11. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.

The place of the arbitration shall be Helsingborg.

The language to be used in the arbitral proceedings shall be English

12. This agreement and its items shall remain confidential unless otherwise ordered by Court or upon the written agreement of the non-disclosing party. ASG and Findus, however, expressly grant each other the right to discuss and show the Agreement to all prospective purchasers as long as those prospective purchasers agree to keep the Agreement and its terms confidential.
13. The Agreement shall be binding on party's successors, subsidiaries, and similar entities, and the confidentiality obligation shall extend to all persons being made aware of the Agreement.
14. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings relating thereto. The Trademark Licence Agreement, originally signed between Norway Seafoods ASA and Frionor A S on one hand and American Seafoods Consolidated LLC. on the other hand, shall with the signing of this Agreement cease.
15. No waiver, alteration, modification, or cancellation of any provision of this Agreement shall be binding unless made in writing and signed by both parties. The failure of either party at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

16. If any provision in this Agreement shall be held illegal, invalid, or unenforceable, such provision shall be deemed modified to the extent necessary to carry out the purpose of this Agreement. If such provision cannot be so modified, this Agreement shall be construed and enforced as if such provision had not been contained herein, and the remaining provisions of this Agreement shall be deemed the agreement of the parties so long as the purpose of this Agreement can be carried out.

Findus AB

December 2001  
Date

By [Signature] [Signature]  
Name: Håkan Johansson Erik Larsson  
Title: Director Company Lawyer

American Seafoods Group LLC.

February 1, 2002  
Date

By [Signature]  
Name: Jeffrey W. Davis  
Title: Chief operating officer

**SCHEDULE A OF WORLDWIDE TRADEMARKS**

**U.S.**

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>(SERIAL NO.)</b>
VISCOUNT BRAND & Design		677,424
"TAIL-R-CUT"		878,333
ARTIC CAPE		955,847
NORTH CAPE		955,848
POLAR KIST & Design		1,069,057
"DOVER-CUT"		1,100,911
BOSTON CUT		1,221,063
Vikings ship design		1,250,568
"TENDER CRISP"		1,304,001
"MIGHTY CRISP"		1,336,988
FILET GOURMET		1,350,877
BUNCH O' CRUNCH		1,459,404
NORWEGIAN CLASSICS		1,470,807
Stylized Fish Design		1,553,065
EASY GRILL (Stylized)		1,632,014
OCEAN CUTS & Design (Stylized)		1,819,098
OCEAN CUTS		1,879,289
FISHCHIPS		2,021,221
NORWEGIAN NATURALS		2,206,056
BATTER 'N BREW		2,246,731
OVEN CRISPY		2,401,820
BOLD N' ZESTY		2505358
CULINARY SUPPORT PROGRAM		(75/942,577)
CULINARY SUPPORT PROGRAM		(76/243,511)

**MEXICO**

BUNCH O' CRUNCH	489,995
FIGUR (Fisk)	493,171

**SCHEDULE B OF NORTH AMERICAN TRADEMARKS**

**U.S.**

**TRADEMARK**

**REGISTRATION NO.**

**(SERIAL NO.)**

FRIONOR	605,559
FRIOCHIP	977,418
FRIONOR FISHFRIES (Stylized)	1,597,664
FRIONOR & Design	1,937,053
OCEAN CUTS FRIONOR & DESIGN	2,519,116

**CANADA**

FRIONOR (Logo and vikingship)	TMA 129517
FRIONOR (Logo)	TMA 429535

**MEXICO**

FRIONOR & Design	493,172
FRIONOR (Logo)	496,049

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WHEREAS, Findus has adopted and used the trademarks world wide in the attached Schedule A of World-wide Trademarks, and owns federal and foreign trademark registrations, applications, and common law, national and local rights to certain marks including, but not limited to, the marks recited in the Schedule A of World-wide Trademarks;

WHEREAS, Findus has adopted and used the trademarks in North America, including the Caribbean in the Attached Schedule B of North American Trademarks, and owns federal and foreign trademark registrations, applications and common law, national and local rights to certain marks including, but not limited to, the marks recited in the Schedule B of North American Trademarks (collectively, Schedule A and Schedule B hereinafter "Trademarks");

WHEREAS, Findus is willing to sell, and ASG is willing to acquire, Findus' entire right, title and interest in the Trademarks, including the goodwill represented by the Trademarks.

NOW, THEREFORE, the parties agree as follows:

1. Findus assigns and transfers to ASG all of its World-wide Trademarks, title and interest in and to the trademarks in the attached Schedule A of World-wide Trademarks, and all state, federal and foreign registrations, applications and common law, national and local rights in the Trademarks, together with the goodwill of the business symbolized thereby.
2. Findus assigns and transfers to ASG all of its North American Trademarks, title and interest in and to the trademarks in the attached Schedule B of North American Trademarks, and all state, federal, and foreign (limited to North America including the Caribbean) registrations, applications, and common law, national, and local rights together with the goodwill of the business symbolized thereby.



3. Findus hereby grants to ASG the right to sue and recover damages for past infringement of the Trademarks and any registrations therefor. Findus further agrees to execute all documents, and carry out such other acts, as may be deemed reasonably necessary by ASG to record or perfect assignment of the Trademarks to ASG.
4. Upon payment by ASG in accordance with section 6 of this Agreement Findus agrees to cease use of the Trademarks and agrees to provide to ASG copies of all of its licenses and agreements relating to the Trademarks, and shall terminate any and all such licenses and agreements upon the request of ASG.

- 
8. Findus further agrees to execute all documents requested in the future to complete the transfer of the Trademarks in accordance with the spirit of this Agreement. In addition, Findus agrees to execute any other necessary document in order to facilitate the formal transfer of the Trademarks.
  9. ASG agrees to indemnify and hold harmless Findus from any third party claims or legal actions arising from ASG's use of the Trademarks prior to and after the date of execution of this Agreement except to the extent caused by Findus' gross negligence or wilful misconduct.
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Findus AB

December 2001  
Date

By [Signature] Lutz Larsson  
Name: Håkan Johansson Erik Larsson  
Title: Director Company Lawyer

American Seafoods Group LLC.

February 1, 2002  
Date

By [Signature]  
Name: Jeffrey W. Davis  
Title: Chief operating officer

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