

01-15-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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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): Southern Pride Catfish Company, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Alabama [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Southern Pride Catfish LLC Name: Internal Address: Street Address: 19518 Highway 69N Greensboro AL 36744 City: State: Zip: [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Delaware Limited Liability Company If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: December 16, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) (Please See Attached) B. Trademark Registration No.(s) (Please See Attached) Additional number(s) attached [] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Dagmar Schwartz Name: Debevoise & Plimpton Internal Address: Street Address: 919 Third Avenue City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 3.41): \$215.00 [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. Dagmar Schwartz Signature: [Signature] Date: 1/9/03 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

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

01/14/2003 6TON11 00000133 76454511

01 FC:0521 02 FC:0522 40.00 DP 175.00 DP

TRADEMARK REEL: 002648 FRAME: 0912

Item 4 A. Trademark Application No.(s)

76,454,511

76,454,510

76,459,096

76,454,509

76,457,875

78,179,888

Item 4 B. Trademark Registration No.(s)

2,356,393

1,685,846

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of December ~~10~~¹⁶, 2002 by Southern Pride Catfish Company, Inc., an Alabama corporation having a principal place of business at 19518 Highway 69 N, Greensboro, AL 36744 ("Seller") to Southern Pride Catfish LLC, a Delaware limited liability company having a principal place of business at 19518 Highway 69 N, Greensboro, AL 36744 ("Buyer").

WHEREAS, the Seller, Mr. Joe T. Glover, Jr., the Buyer, Southern Pride Catfish Trucking Inc. and American Seafoods Group LLC ("Buyer's Parent") are parties to an Amended and Restated Asset Purchase Agreement, dated as of December ~~10~~¹⁶, 2002 (the "Agreement") providing for the execution and delivery of instruments of assignment by the Seller to the Buyer (capitalized terms used in this Assignment without definition shall have the meanings set forth in the Agreement);

WHEREAS, the Seller has adopted, used and is using the marks set forth on Schedule I to this Assignment which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office and other marks set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, the Buyer desires to purchase or acquire all of the Seller's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer agree as follows:

The Seller hereby sells, transfers, conveys, assigns and delivers to the Buyer all right, title and interest of the Seller in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens, other than Permitted Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands, recoverable in law or equity, that the Seller has or may have in profits and damages for past, present and future infringements of the Assigned Marks (including, without limitation, the right to compromise, sue for and collect such profits and damages); the same to be held and enjoyed by the Buyer, its successors and assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by the Seller if this Assignment had not been made.

Following the Closing, the Seller shall, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the Buyer or Buyer's

Parent, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated by this Assignment.

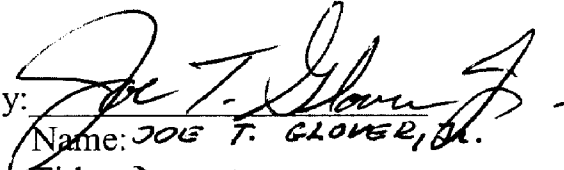
All warranties from the Seller to the Buyer in the Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated in this Assignment by reference.

All claims for indemnification resulting from or arising out of this Assignment shall be subject to the provisions of ARTICLE VII of the Agreement.

This Assignment shall be governed by the laws of the United States, in respect to trademark issues, and in all other respects (including as to validity, interpretation and effect) by the internal laws of the State of Alabama, without giving effect to its conflict of laws rules to the extent that these are not mandatorily applicable by statute and would require or permit the application of another jurisdiction's laws.

IN WITNESS WHEREOF, the Seller has caused this Assignment to be duly executed as of the date first written above.

SOUTHERN PRIDE CATFISH COMPANY, INC.

By: 
Name: JOE T. GLOVER, JR.
Title: PRESIDENT

"Express Mail" mailing label No. ET547680786 US

Date of Deposit January 9, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

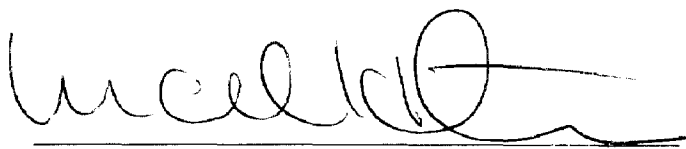
Beth Akers
(Typed or printed name of person mailing paper or fee)

Beth Akers
(Signature of person mailing paper or fee)

ACKNOWLEDGMENT

STATE OF NEW YORK)
 :SS:
COUNTY OF *NEW YORK*)

On December 16, 2002 before me, the undersigned, personally appeared Joe T. Glover, Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



MICHAEL HEATON
Notary Public, State of New York
No. 01HE5083360
Qualified in Queens County
Certificate filed in New York County
Commission Expires Aug. 11, 2005

"Express Mail" mailing label No. ET547680786 US

Date of Deposit January 9, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Beth Akers
(Typed or printed name of person mailing paper or fee)

Beth Akers
(Signature of person mailing paper or fee)

SCHEDULE I

1. Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
US	CATFISH DE'LUX	2,356,393	06/06/2000
US	FARM RAISED CATFISH AMERICA'S FIRST CHOICE	1,685,846	05/05/1992

2. Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	CATFISH AND WHEAT STALKS DESIGN	76,454,511	09/20/2002
US	DESIGN ONLY (Three Catfish Swimming)	76,454,510	09/20/2002
US	SOUTHERN PRIDE	76,459,096	10/04/2002
US	SOUTHERN PRIDE U.S. FARM RAISED	76,454,509	09/20/2002
US	SOUTHERN PRIDE MADE IN THE U.S.	76,457,875	10/07/2002
US	AMERICAN PRIDE	78,179,888	10/30/2002

3. Common Law Trademarks

SOUTHERN PRIDE CATFISH