

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): Clearwater Fine Foods Incorporated. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Canada, and Other.

2. Name and address of receiving party(ies): Name: Clearwater Seafood Limited Partnership. Address: 757 Bedford Highway, Bedford, Nova Scotia, Canada. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other. Execution Date: April 9, 2003.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,022,376

B. Trademark Registration No.(s) 2,022,376. Includes checkboxes for additional numbers attached.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Melville Owen, Esq. Internal Address: Owen, Wickersham & Erickson, P.C. Street Address: 455 Market Street, 19th Floor. City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: 1. 7. Total fee (37 CFR 3.41): \$ 40.00. 8. Deposit account number: 502333. Includes checkboxes for enclosed and deposit account authorization.

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. Signature: Melville Owen, Date: June 30, 2003

Total number of pages including cover sheet, attachments, and document: 4

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

CFR \$40.00 502333 2022376

ASSIGNMENT OF U.S. TRADEMARK

WHEREAS, **CLEARWATER FINE FOODS INCORPORATED.**, a Canadian corporation, having a principal business address at 757 Bedford Highway, Bedford, Nova Scotia, B4A 3Z7, Canada ("Assignor"), has adopted and is using the trademarks shown on the attached Schedule "A" (the "Trademark") and is the owner of the registrations therefor; and

WHEREAS, **CLEARWATER SEAFOOD LIMITED PARTNERSHIP**, a Canadian corporation, having a principal address at 757 Bedford Highway, Bedford, Nova Scotia B4A 3Z7, Canada ("Assignee"), is desirous of acquiring all rights, title and interest in and to the Trademark, the goodwill of the business symbolized thereby, and the registration thereof.

NOW THEREFORE, good and valuable consideration being extant, Assignor hereby assigns to Assignee, all of its rights, title and interest in and to the Trademark, the goodwill of the business symbolized thereby and the registration thereof shown on the accompanying Schedule A.

Assignor further assigns to Assignee all right to sue for, to receive and to hold damages and profits accruing from past infringement of the Trade-mark in the country or countries in which the registration on Schedule A has effect.

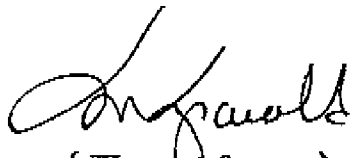
Assignor further warrants that there are no licenses, encumbrances or other agreements, either written, oral or implied, relating to the Trademark of which Assignee is not aware, and that it believes it has good and valid title to the mark to assign to Assignee.

SWORN before me at the City of ~~Toronto~~, ~~Ontario~~, on the 9th day of April, 2003
My commission expires:

01/01/04
(Seal)


A Commissioner for taking affidavits

**CLEARWATER FINE FOODS
INCORPORATED**


STAN SPAULD

Name EXECUTIVE VP AND ASST SECRETARY

On this 9th day of April 2003, personally appeared Stan Spauld to me known and known to me to be the EXECUTIVE VP of Clearwater Fine Foods Incorporated, and acknowledged that he executed the foregoing Assignment as his free act and deed and as the free act and deed of said corporation.

SWORN before me at the City of Tampa, Florida, on the 9th day of April, 2003.
My commission expires:

nil
(Seal)


A Commissioner for taking affidavits

**CLEARWATER SEAFOODS LIMITED
PARTNERSHIP**


Robert Wight
Name

On this 9th day of April 2003, personally appeared ROBERT WIGHT, to me known and known to me to be the CEO of Clearwater Seafoods Limited Partnership, and acknowledged that he executed the foregoing Assignment as his free act and deed and as the free act and deed of said corporation.

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SCHEDULE "A"

TRADEMARK	SERIAL NUMBER	REGISTRATION DATE
ATLANTIC SELECT & DESIGN 	2,022,376	December 10, 1996

Owen, Wickersham & Erickson, P.C.

Intellectual Property Law Since 1933

455 Market Street, 19th Floor ~ San Francisco, California 94105
415/882-3200 ~ Fax 415/882-3232

Date: June 30, 2003 Pages: 5, including this cover sheet

To: Assignment Recordation Services Fax: (703) 306-5995
Director of Patents and Trademarks

From: Debbie Reed, Trademark Paralegal Our Ref: GOWLCLE 90001

Re: Assignment of U.S. Trademark Registration No. 2,022,376
(ATLANTIC SELECT & Design - Class 29)

RECORDATION FORM COVER SHEET

Dear Sir or Madam:

See attached Recordation Form Cover Sheet.

I hereby certify that this correspondence is being transmitted via facsimile transmission (703-306-5995) to the Director of the United States Patent and Trademark Office, Mail Stop Assignment Recordation Services, P.O. Box 1450, Alexandria, Virginia 22313-1450.

Dated: June 30, 2003

Debbie M. Reed
Debbie M. Reed

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CONFIDENTIAL FAX TRANSMISSION — FOR ADDRESSEE ONLY
If received by any party other than addressee, please advise sender immediately to arrange for return at our expense.