

03-03-2003



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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Nordea Bank Norge ASA, formerly known as
Christiania Bank OG Kreditkasse ASA

2-26-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Norwegian banking corporation
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 02/18/2003

2. Name and address of receiving party(ies)

Name: Windward Seafood, LLC

Internal
Address:

Street Address: 8550 N.W. 17th Street, Suite 105
City: Miami State: FL Zip: 33126

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Florida 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,162,122;
2,163,736; 2,165,902; 2,207,350

Additional number(s) attached Yes No

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

Name: Gloria A. Pinza, Esq.

Internal Address: Pierce Atwood

Street Address: One Monument Square

City: Portland State: ME Zip: 04101-1110

6. Total number of applications and
registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02/28/2003 DBYRNE 00000159 2162122

DO NOT USE THIS SPACE

9. Signature. 40.00 OP
75.00 OP

Gloria A. Pinza, Esq.
Name of Person Signing

Signature

February 25, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 002680 FRAME: 0830

ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS (this "Assignment") is made as of the 18th day of February, 2003, by NORDEA BANK NORGE ASA, a Norwegian banking corporation formerly known as Christiania Bank og Kreditkasse ASA ("Nordea Norge"), and NORDEA BANK FINLAND PLC, a Finnish banking corporation formerly known as Merita Bank Plc ("Nordea Finland," and together with Nordea Norge, the "Previous Lenders"), in favor of WINDWARD SEAFOOD, LLC, a Florida limited liability company ("Windward"), with respect to the following facts:

A. Pursuant to that certain Collateral Assignment of Patents and Trademarks dated November 28, 2001 executed by Windward in favor of Previous Lenders (the "Prior Assignment"), Windward assigned to Previous Lenders, among other things, all of Windward's rights in and to the "Patents" and "Trademarks" (as those terms are defined in the Prior Assignment), including, without limitation, the trademarks listed on the attached Schedule A and all of the goodwill of the business associated therewith.

B. Each of Previous Borrowers intends to provide to Nordea Norge a Continuing Guaranty (the "Guaranty") of the obligations of Fjord Seafood ASA, a Norwegian corporation ("New Borrower"), under: (i) that certain Multicurrency Loan and Guarantee Facility dated as of February 18, 2003 (as amended, supplemented or modified from time to time, the "New Loan Agreement") between Nordea Norge, as Lender, and for itself and any other Finance Parties (as defined in the New Loan Agreement), as Arranger, Issuing Bank, Agent, and Security Trustee (the "Agent"), the Finance Parties, Cultivadora de Salmones Linao Limitada, a Chilean corporation, as a borrower, and New Borrower, relating to a multi-currency credit facility in the aggregate amount of up to NOK 2,630,000,000.00 ; and (ii) that certain ISDA Frame and Security Agreement dated as of February 18, 2003 (the "ISDA Agreement") between Nordea Bank Norge ASA, New Borrower, Fjord Seafood Norway ASA, and Fjord Seafood Sales AS, relating to an ISDA Facility in the amount of NOK 250,000,000.00.

C. Previous Lenders intend to assign the Patents and Trademarks back to Windward so that Windward can, among other things, grant to Agent a security interest in the Patents and Trademarks under the New Loan Agreement and the ISDA Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant as follows:

1. Assignment. Previous Lenders hereby assign, transfer, and grant to Windward all of the rights in the Patents and Trademarks assigned by Windward to

Previous Lenders under the Prior Assignment, including, without limitation, all of the right, title, and interest of Windward, previous to the Prior Assignment, in and to and arising from (a) trademarks, service marks, trade names, and trade styles, whether arising under common law, federal registration, or any foreign jurisdiction, and (b) patents, whether granted in the United States or any foreign jurisdiction; in either case, whether presently existing or hereafter acquired, including, without limitation, the trademarks listed on the attached Schedule A, all patent and trademark applications, registrations, and licenses, all of the goodwill of the business associated with the foregoing, and all products and proceeds of the foregoing, including claims for infringement, dilution, or injury to the goodwill associated with any trademark; provided, however, that such Patents and Trademarks are subject to that certain Security Agreement to be executed by Windward for the purpose of granting to Agent a security interest in, among other things, all of the foregoing, as security for Windward's obligations under the Guaranty (the "Security Agreement").

2. Security Agreement to be Filed. The parties hereby acknowledge that at the same time this Assignment is filed with the United States Patent and Trademark Office ("USPTO"), Nordea Norge will file a copy of the Security Agreement with the USPTO, with instructions that such copy be filed immediately after this Assignment.

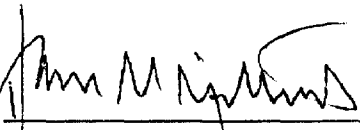
3. Successors and Assigns. This Assignment and Memorandum shall be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns.

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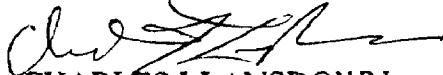
EXECUTED as of the date first set forth above.

PREVIOUS LENDERS:

NORDEA BANK NORGE ASA

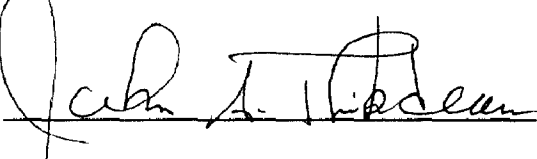
By: 
Its: HANS CHR. KJELSRUD
SENIOR VICE PRESIDENT

NORDEA BANK FINLAND PLC

By: 
Its: CHARLES J. LANSDOWN
VICE PRESIDENT

CHARLES J. LANSDOWN
SENIOR VICE PRESIDENT

WINDWARD:

WINDWARD SEAFOOD, LLC

By: 
John Thibodeau,
its Treasurer

SCHEDULE A
TRADEMARKS

Trademark Registrations

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
2,165,902	United States	June 16, 1998	“ROYAL FIORD” words only
2,162,122	United States	June 2, 1998	“SUPREME DU SAUMON LE MARQUIS” words only
2,163,736	United States	June 9, 1998	“THE ONLY WAY TO GET IT FRESHER IS TO CATCH IT YOURSELF” words only
2,207,350	United States	December 1, 1998	“AYSEN” words only

Common Law Trademarks

<u>Mark</u>	<u>Country</u>	<u>Date of First Use</u>
“WINDWARD SEAFOOD”	United States	July 2001