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03-03-2003



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

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To the Honorable Commissioner of F.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 02/18/2003

2. Name and address of receiving party(ies)

Name: Ducktrap River Fish Farm, LLC

Internal Address:

Street Address: 57 Little River Drive

City: Belfast State: ME Zip: 04915

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Maine 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) 2,314,753

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: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

02/28/2003 DBYRNE 00000162 2314753

01 FC:852

DO NOT USE THIS SPACE

9. Signature. 40.00 DP

Gloria A. Pinza, Esq. Name of Person Signing

Signature

February 25, 2003 Date

Total number of pages including cover sheet, attachments, and document: 6

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: 0854

ATTACHMENT TO  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY  
(Trademark Registration No. 2,314,753)

1. Additional name of Conveying Parties  
(continued):

Nordea Bank Finland PLC  
(a Finnish banking corporation)

## ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS (this "Assignment") is made as of the 18<sup>th</sup> 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 DUCKTRAP RIVER FISH FARM, LLC, a Maine limited liability company ("Ducktrap"), with respect to the following facts:

A. Pursuant to that certain Collateral Assignment of Patents and Trademarks dated November 28, 2001 executed by Ducktrap in favor of Previous Lenders, as amended by that certain First Amendment to Collateral Assignment of Patents and Trademarks dated January 8, 2002 between Ducktrap and Previous Lenders (together the "Prior Assignment"), Ducktrap assigned to Previous Lenders, among other things, all of Ducktrap'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 2,380,000,000.00; 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 Ducktrap so that Ducktrap 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 Ducktrap all of the rights in the Patents and Trademarks assigned by Ducktrap to Previous Lenders under the Prior Assignment, including, without limitation, all of the right, title, and interest of Ducktrap, 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 Ducktrap for the purpose of granting to Agent a security interest in, among other things, all of the foregoing, as security for Ducktrap'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.

**[The remainder of this page is intentionally left blank]**

EXECUTED as of the date first set forth above.

PREVIOUS LENDERS:

NORDEA BANK NORGE ASA

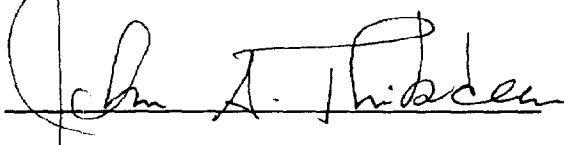
By:   
Its: HANS CHR. KJELSRUD  
SENIOR VICE PRESIDENT

NORDEA BANK FINLAND PLC

By:   
Its: E. FORSSTROM  
VICE PRESIDENT

DUCKTRAP:

DUCKTRAP RIVER FISH FARM, LLC

By:   
John Thibodeau,  
Its Chief Financial Officer

  
CHARLES J. LANSDOWN  
SENIOR VICE PRESIDENT

**SCHEDULE A**

**TRADEMARKS**

**Trademark Registrations**

| <u>Registration No.</u> | <u>Country</u> | <u>Registration Date</u> | <u>Mark</u>                                       |
|-------------------------|----------------|--------------------------|---|
| 1,584,925               | United States  | February 27, 1990        | “DUCKTRAP<br>RIVER”<br>words only                 |
| 2,357,203               | United States  | June 13, 2000            | “DUCKTRAP<br>RIVER FISH FARM”<br>words and design |
| 1,584,926               | United States  | February 27, 1990        | “KENDALL<br>BROOK”<br>words only                  |
| 2,314,753               | United States  | February 1, 2000         | “WINTER<br>HARBOR”<br>words only                  |

**Common Law Trademarks**

| <u>Mark</u>    | <u>Country</u> | <u>Date of First Use</u> |
|----------------|----------------|--------------------------|
| “SPRUCE POINT” | United States  | November 1996            |