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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): Nordea Bank Norge ASA, formerly known as Christiania Bank OG Kreditkasse ASA. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other (Norwegian banking corporation). Execution Date: 02/18/2003.

2. Name and address of receiving party(ies): Name: Ducktrap River Fish Farm, LLC. Internal Address: 57 Little River Drive, Belfast, ME 04915. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: [X] Assignment, [] Merger, [] Security Agreement, [] Change of Name, [] Other. Execution Date: 02/18/2003.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,584,925, 1,584,926; 2,357,203

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: 3. 7. Total fee (37 CFR 3.41): \$ 90.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account.

DO NOT USE THIS SPACE

9. Signature. Gloria A. Pinza, Esq. Name of Person Signing. Includes handwritten signature and date February 25, 2003.

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

02/28/2003 DBYRNE 00000161 1584925 01 FC:8521 40.00 OP 02 FC:8522 50.00 OP

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 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.

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EXECUTED as of the date first set forth above.

PREVIOUS LENDERS:

NORDEA BANK NORGE ASA

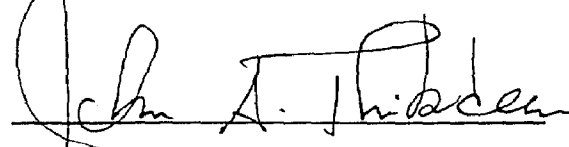
By: 
Its: HANS CHR. KJELSRUD
SENIOR VICE PRESIDENT

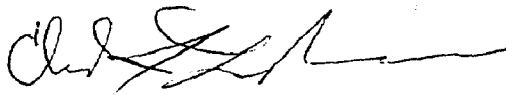
NORDEA BANK FINLAND PLC

By: 
Its: E. 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 RIVER" words only
2,357,203	United States	June 13, 2000	"DUCKTRAP RIVER FISH FARM" words and design
1,584,926	United States	February 27, 1990	"KENDALL BROOK" words only
2,314,753	United States	February 1, 2000	"WINTER HARBOR" words only

Common Law Trademarks

<u>Mark</u>	<u>Country</u>	<u>Date of First Use</u>
"SPRUCE POINT"	United States	November 1996