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Form PTO-1594

(Rev. 10/02)

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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):

Clover Leaf Seafoods, L.P.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Ontario limited liability company

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 04/30/2004

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as AdministrativeInternal AgentAddress: Attn: Clover Leaf acct officerStreet Address: 15260 Ventura Blvd, Suite 400City: Sherman Oaks State: CA Zip: 91403

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Rhode Island
☐ Other _____

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) _____
n/aB. Trademark Registration No.(s) _____
2,520,386Additional number(s) attached ☐ Yes ☒ No

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

Name: Federal Research Co., LLC

Internal Address: _____

Street Address: 1030 15th St., NW, Suite 920City: Washington State: DC Zip: 200056. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Julie Cravitz

Name of Person Signing

Julie Cravitz
SignatureJune 9, 2004

Date

Total number of pages including cover sheet, attachments, and document: 20

06/14/2004 LMUELLER 00000006 2520386

01 FC:8521

40.00 OP

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

TRADEMARK
REEL: 002986 FRAME: 0597

TRADE-MARK SECURITY AGREEMENT
(CANADIAN TRADEMARKS)

THIS TRADE-MARK SECURITY AGREEMENT (this "Agreement"), dated as of April 30, 2004 is entered into by Clover Leaf Seafoods, L.P., a limited partnership formed pursuant to the laws of Ontario, by its general partner Connors CL GP Limited, as borrower (the "Grantor"), in favour of FLEET CAPITAL CORPORATION, a Rhode Island corporation, as Administrative Agent ("Secured Party"), for the benefit of Secured Party and the Lenders referred to below (Secured Party and the Lenders are each referred to herein as a "Beneficiary" and collectively as the "Beneficiaries"), with reference to the following facts:

RECITALS

A. Pursuant to the Loan and Security Agreement, dated as of April 30, 2004, by and among the Grantor, as borrower, Fleet Capital Global Finance Inc., as lender, the lenders from time to time a party thereto (collectively, the "Lenders" and individually, a "Lender"), the Secured Party, as Administrative Agent, and Banc of America Securities, LLC, as lead arranger, (as amended, extended, renewed, supplemented, or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to the Grantor. Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the meanings given those terms in the Loan Agreement as though set forth herein in full.

B. The Loan Agreement provides, as a condition to the availability of such credit facilities, that the Grantor enter into this Agreement and grant security interests to Secured Party as herein provided.

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to the Grantor, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

1. **SECURITY INTEREST**

The Grantor hereby grants to Secured Party, for the benefit of itself and the Lenders, a security interest in all of the Grantor's now existing or hereafter acquired right, title, and interest in and to:

A. All of the Grantor's trade-marks, trade names, trade dress and service marks; all prints and labels on which such trade-marks, trade names, trade dress and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the Trade-marks Office of the Canadian Intellectual Property Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, and all reissues, extensions and renewals thereof including those trade-marks, terms, designs and applications described in Schedule A hereto (collectively, the "Trade-marks");

B. The goodwill of the business symbolized by each of the Trade-marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trade-marks; and

C. Any and all proceeds of any of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement of the Trade-marks or of any licenses with respect thereto (all of the foregoing in clauses (A) through (C) are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement for the benefit of itself and the Lenders shall secure any and all Obligations arising under or related to the Loan Documents whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including obligations of performance as well as obligations of payment (all of the foregoing hereinafter referred to as the "Secured Obligations").

3. WARRANTIES AND COVENANTS

The Grantor hereby covenants, represents and warrants, as applicable, that (all of such covenants, representations and warranties being continuing in nature so long as any of the Secured Obligations are outstanding (other than contingent indemnity and expense reimbursement obligations for which no claim has been made)):

A. Except as disclosed in the Loan Agreement, all of that portion of the existing Collateral owned by the Grantor is valid and subsisting in full force and effect to the Grantor's knowledge, and the Grantor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. The Grantor will, at the Grantor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of that portion of the Collateral owned by the Grantor as valid, subsisting and registered trade-marks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any Lien, except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Liens.

B. Except as otherwise permitted by the Loan Agreement, the Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating to that portion of the Collateral owned by the Grantor, except to Secured Party, or otherwise dispose of any of that portion of the Collateral owned by the Grantor without the prior written consent of Secured Party or except as permitted by the Loan Agreement.

C. The Grantor authorizes Secured Party to have this or any other similar security agreement filed with the Trade-marks Office of the Canadian Intellectual Property Office or other appropriate federal, provincial or government office.

D. The Grantor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement (an "Event of Default").

E. Secured Party may, to the extent permitted under the Loan Agreement, pay any amount or do any act which the Grantor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. The Grantor will be liable to Secured Party for any such payment, and such payment shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Secured Obligations; provided that the Grantor shall not be responsible for such expenses to the extent incurred because of the gross negligence or willful misconduct of Secured Party, any Lender or any of their respective representatives.

F. As of the date hereof, the Grantor does not have any Trade-marks registered, or subject to pending applications, in the Trade-marks Office of the Canadian Intellectual Property Office or any similar office or agency in the United States of America or in any other country other than those described in Schedule A annexed hereto.

G. The Grantor shall notify Secured Party in writing of the filing by the Grantor of any application for the registration of a Trade-mark with the Trade-marks Office of the Canadian Intellectual Property Office within thirty (30) days of such filing. Upon request of Secured Party, the Grantor shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party for the benefit of itself and the Lenders in such Trade-mark.

H. The Grantor (1) has not abandoned any of the Trade-marks and the Grantor will not do any act, nor omit to do any act, whereby the Trade-marks may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable, and, (2) shall notify Secured Party promptly if the Grantor knows or has reason to know of any reason why any application, registration or recording may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable, except in the cases of clause (1) and (2) where such abandonment, cancellation, invalidation, unenforceability or avoidance would not reasonably be expected to have a Material Adverse Effect.

I. The Grantor will take such actions in any proceeding before the Trade-marks Office of the Canadian Intellectual Property Office, any federal or

provincial court or any similar office or agency in the United States of America or any state therein or any other country as are necessary to maintain such application and registration of the Trade-marks owned by the Grantor and material to its business, in the Grantor's reasonable business judgment, as the Grantor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

J. The Grantor will promptly notify Secured Party if the Grantor learns of any use by any person of any term or design likely to cause confusion with any Trade-mark or of any use by any person of any product that infringes upon any Trade-mark. If requested by Secured Party, the Grantor, at the Grantor's expense, shall take such action as Secured Party may reasonably deem necessary for the protection of Secured Party's interest in and to the Trade-marks.

K. The Grantor will maintain the quality of the products associated with the Trade-marks at a level consistent with the quality at the time of this Agreement.

L. The Grantor hereby grants to Secured Party the right to visit the Grantor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at such times as permitted in the Loan Agreement.

4. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of an Event of Default and at any time thereafter while it continues, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, the Grantor, except as such notice or consent is expressly provided for hereunder.

A. Secured Party may make use of any Trade-marks for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party for the benefit of itself and the Lenders by the Grantor or subsidiaries of the Grantor.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of Canada, the United States of America or any other foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide the Grantor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured

Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, the Grantor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of the Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Trade-marks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. The Grantor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable legal fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party shall apply any remaining proceeds to the Secured Obligations as provided in the Loan Agreement. The Grantor shall remain liable to Beneficiaries for any expenses or obligations remaining unpaid after the application of such proceeds, and the Grantor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, the Grantor shall supply to Secured Party or Secured Party's designee, the Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trade-marks and the Grantor's customer lists and other records relating to the Trade-marks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Documents, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently subject to applicable law.

5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by the Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and

terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Beneficiaries, their agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to the Grantor, specifying such waiver.

B. All notices, requests and demands are to be given or made to the respective parties at the addresses and in the manner set forth in the Loan Agreement.

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns permitted in accordance with the Loan Agreement. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party hereunder for the benefit of itself and the Lenders shall terminate upon termination of the Loan Agreement and indefeasible payment in full to the Lenders of all Secured Obligations thereunder (other than contingent indemnity and expense reimbursement obligations for which no claim has been made).

G. The validity, interpretation and effect of this Agreement shall be governed by the federal laws of Canada and the laws of the Province of Ontario.

H. Termination/Release of Collateral.

(1) When all Secured Obligations (other than contingent indemnity and expense reimbursement obligations for which no claim has been made) shall have been paid in full and the commitments of the Lenders under the Loan Agreement shall have expired or been terminated, the Liens created under this Agreement shall terminate, and Secured Party shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the Grantor or any other person legally entitled thereto, and to be released and cancelled all licenses and rights referred to herein. Subject to the terms of the Loan Agreement, Secured Party shall also deliver to the Grantor promptly upon such termination but in any case not later than ten (10) days following a request therefore from the Grantor such termination statements and such other documentation as shall be reasonably requested by the

Grantor to effect the termination and release of the security interests in the Collateral.

(2) Upon disposition of property constituting Collateral that is permitted under the Loan Agreement, upon the request of the Grantor, Secured Party shall execute and deliver to the Grantor such partial releases and such other documentation as shall be reasonably requested by the Grantor to effect the termination and release of the security interests on such Collateral.

[signature page follows]

IN WITNESS WHEREOF, the Grantor and Secured Party have executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

CLOVER LEAF SEAFOODS, L.P. by its general partner **CONFORS OF GP LIMITED**

By: 

Name: Edward McLean

Title: President

SECURED PARTY:

FLEET CAPITAL CORPORATION
as Administrative Agent for the Lenders

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor and Secured Party have executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

CLOVER LEAF SEAFOODS, L.P. by its general partner **CONNORS CL GP LIMITED**

By: _____
Name: _____
Title: _____

SECURED PARTY:

FLEET CAPITAL CORPORATION
as Administrative Agent for the Lenders

By:  _____
Name: MATTHEW R. VAN STEENHUYSEN
Title: SENIOR VICE PRESIDENT

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

PROVINCE OF ONTARIO

)
)
)

ss.:

KNOW ALL MEN BY THESE PRESENTS, Clover Leaf Seafoods, L.P., a limited partnership formed pursuant to the laws of Ontario, as the Borrower (the "Grantor") hereby appoints and constitutes FLEET CAPITAL CORPORATION, in its capacity as Administrative Agent for Fleet Capital Global Finance Inc, as lender, and the Lenders identified in the Security Agreement *inter alia* referred to below ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Grantor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of the Grantor in and to any trade-marks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.


2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trade-mark Security Agreement of even date herewith between the Grantor and Secured Party (as amended or supplemented, the "Security Agreement") and may not be revoked until indefeasible payment in full of all of the "Secured Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of April 30, 2004

GRANTOR:

CLOVER LEAF SEAFOODS, L.P. by its
general partner **CONNORS CL GP LIMITED**

By: 
Name: Edward McLean
Title: President

SECURED PARTY:

FLEET CAPITAL CORPORATION
as Administrative Agent for the Lenders

By: _____

Name:
Title:

[signature page to Exhibit 1 to Canadian Trademark Security Agreement]

Dated as of April 30, 2004

GRANTOR:

CLOVER LEAF SEAFOODS, L.P. by its
general partner **CONNORS CL GP LIMITED**

By: _____
Name: _____
Title: _____

SECURED PARTY:

FLEET CAPITAL CORPORATION
as Administrative Agent for the Lenders

By: 

Name: **MATTHEW R. VAN STEENHUYSE**
Title: **SENIOR VICE PRESIDENT**

[signature page to Exhibit 1 to Canadian Trademark Security Agreement]

SCHEDULE A
to
TRADE-MARK SECURITY AGREEMENT

Trade-Marks

Country	Trade-Mark	App./Reg. #
Antigua	BANQUET AND FAIRHAVEN	57490 & 57478
Antigua	BEACH CLIFF	
Antigua and Barbuda	BRUNSWICK	3821
Argentina	BRUNSWICK	1578729
Aruba	RED ROSE	12858
Aruba, N.A.	BRUNSWICK	95062212/17461
Australia	CLOVER LEAF	A56916
Australia	CLOVER LEAF DESIGN	A65859
Australia	CLOVER LEAF DESIGN	641863
Australia	CLOVER LEAF LOGO	654588
Australia	PARAMOUNT	A68228
Australia	PREMIUM SALMON	78369
Australia	RED ROSE BRAND	A121298
Australia	UNIVERSAL	A177674
Australia	BRUNSWICK BRAND LABEL	A40817
Australia	ADMIRAL	
Bahamas	ADMIRAL	
Bahamas	BANQUET	19670
Bahamas	BRUNSWICK	17040
Bahamas	FAIRHAVEN	19669
Barbados	CLOVER LEAF AND DESIGN	815337
Barbados	RED ROSE DESIGN	812531
Barbados	BRUNSWICK	81/9700
Barbados	FAIRHAVEN	
Belize, C.A.	BRUNSWICK	8269
Benelux	CLIPPER	648214
Benelux	CLIPPER BRAND	650672
Benelux	CLOVER LEAF AND DESIGN	16878
Benelux	KILTIE SALMON & DESIGN	78993
Benelux	PARAMOUNT SALMON & DESIGN	345985
Benelux	RED ROSE BRAND DESIGN	16877
Benelux	BRUNSWICK	532817
Bermuda	BEACH CLIFF	
Bermuda	BRUNSWICK	
British Virgin Island	BEACH CLIFF	
British	BRUNSWICK	

Country	Trade-Mark	App./Reg. #
Virgin Island		
Canada	BEE & DESIGN	TMA 140375
Canada	BLUE PACIFIC	UCA011564
Canada	BUMBLE BEE	130895
Canada	CLOVER LEAF	UCA010040
Canada	CLOVER LEAF & CLOVER LEAF DESIGN	TMDA050882
Canada	CLOVER LEAF & DESIGN	TMA185996
Canada	CLOVER LEAF AND DESIGN	TMA 339931
Canada	CLOVER LEAF DESIGN	TMDA 051955
Canada	CLOVER LEAF GARNIT-TOUT & DESIGN	TMA 409510
Canada	CLOVER LEAF TOPPERS & DESIGN	TMA 409206
Canada	FIGARO	TMA 177977
Canada	GOLD ANCHOR	TMA 253341
Canada	KILTIE BRAND AND SALMON DESIGN	TMDA021200
Canada	LAGUNA	UCA011085
Canada	MAPLE LEAF	TMA330834
Canada	MAPLE LEAF BRAND & DESIGN	TMDA005392
Canada	MINI-FILET	TMA 176228
Canada	NAVY	TMA 324227
Canada	ORLEANS	TMA 528688
Canada	PARAMOUNT	UCA004043
Canada	PET	UCA005772
Canada	PREMIUM & DESIGN	TMA 412283
Canada	PREMIUM CHOICE SOCKEYE SALMON	TDMA029052
	LABEL DESIGN	
Canada	PREMIUM FROZEN FISH AND DESIGN	TMDA46513
Canada	RED CLOVER	TMA 298449
Canada	RED ROSE DESIGN	812531
Canada	RED ROSE BRAND	UCA002125
Canada	ROBIN RED DESIGN	TMA 166988
Canada	ROSE MARIE	UCA12429
Canada	SURF	UCA032539
Canada	THUNDERBIRD	UCA039184
Canada	THUNDERBIRD THE MARK OF QUALITY & DESIGN	361076
Canada	TUXEDO	TMA 295633
Canada	UNIVERSAL BRAND RED SOCKEYE SALMON LABEL	TMDA054669
Canada	SWIFT WATER (stylized)	TMA264745
Canada	BANQUET BRAND	TMDA 35,670
Canada	BEACH CLIFF	1,152,386
Canada	DESIGN (BOAT LOGO)	TMA 411,271

Country	Trade-Mark	App./Reg. #
Canada	BRUNSWICK	TMA 408,223
Canada	BRUNSWICK & DESIGN	TMA 241,315
Canada	BRUNSWICK BRAND	TMDA 12,489
Canada	CB LOGO DESIGN	TMA 201,803
Canada	CONNORS	TMDA 37,482
Canada	FAIRHAVEN	TMA 344,329
Canada	JUTLAND	TMA 216,481
Canada	JUTLAND & DESIGN	TMDA 35,603
Canada	NUTRITION.. "NATURELLEMENT"	TMA 197,420
Canada	NUTRITION... "NATURALLY"	TMA 197,419
Canada	SEAL BOAT (AND DESIGN)	TMA 411,293
Canada	SURFSIDE	TMA 361,956
Canada	LIGHTHOUSE DESIGN	1,152,387
Cayman Islands	CLOVER LEAF & DESIGN	746463
Cayman Islands	CLOVER LEAF & DESIGN	721158
Chilie, S.A.	BRUNSWICK	514681
China	BRUNSWICK & BOAT	1364136
China (People's Republic Of)	CLOVER LEAF & DESIGN	1174888
China (People's Republic Of)	PARAMOUNT & DESIGN	1266632
Colombia, S.A.	BRUNSWICK	205472
Costa Rica, C.A. (This region also covers: Guatemala, Nicaragua and El Salvador)	BRUNSWICK	94735
Cuba	BRUNSWICK	125770
Curacao, N.A.	BEACH CLIFF	
Curacao, N.A.	BRUNSWICK	18650
Czech Republic	BRUNSWICK	195832
Czech	PORT CLYDE	219422

Country	Trade-Mark	App./Reg. #
Republic		
Denmark	CLOVER LEAF AND DESIGN	1962 1366 VR
Dominica, W.I.	BRUNSWICK	81,668
Dominican Republic	BEACH CLIFF	84777
Dominican Republic	BEACH CLIFF	84781
Egypt	BRUNSWICK	
European Union	CLOVER LEAF & DESIGN	356956
Fiji	BRUNSWICK	250/98
France	CLOVER LEAF	1494559
France	RED ROSE LA ROSE ROUGE	1499228
France	UNIVERSAL	1515074
France	BRUNSWICK & BOAT	98758 254
Germany	CLOVER LEAF AND DESIGN	2025024
Grand Cayman, W.I.	BRUNSWICK	
Grenada	BEACH CLIFF	
Grenada	BRUNSWICK	
Grenada	FAIRHAVEN	
Grenada	PORT CLYDE	
Guyana	BRUNSWICK	14,4889A
Guyana	FAIRHAVEN	15906A
Hungary	BRUNSWICK & BOAT DESIGN	171138
India	CLOVER LEAF & DESIGN	4160
Indonesia	BRUNSWICK & BOAT	446996
Ireland	RED ROSE BRAND & DEVICE	61724
Israel	CLOVER LEAF & DESIGN	72042
Israel	BRUNSWICK	108425
Italy	PARAMOUNT NELSON BROS. FISHERIES LIMITED (& DESIGN)	441880
Jamaica	RED ROSE & DESIGN	6572
Jamaica	BRUNSWICK Brand	3029
Jamaica	BRUNSWICK SARDINES & Device	1967
Jamaica	BRUNSWICK	3029
Japan	PARAMOUNT	2368710
Japan	BRUNSWICK	
Malaysia	BRUNSWICK & BOAT	96/12257
Mauritius	CLOVER LEAF	A/12 NO. 268
Mauritius	CLOVER LEAF & CLOVER LEAF DESIGN	A/13 NO. 64
Mauritius	RED ROSE & DESIGN	A/13 NO. 66

Country	Trade-Mark	App./Reg. #
Mexico	BRUNSWICK & Design	442779
Mexico	BRUNSWICK (Stylized)	442780
Montserrat, W.I.	BRUNSWICK	1908
Netherlands Antilles	RED ROSE DESIGN	05505
Netherlands Antilles	BRUNSWICK	18650, 03488
New Zealand	CLOVER LEAF	29639
New Zealand	CLOVER LEAF & DESIGN	33862
New Zealand	MAPLE LEAF BRAND & DESIGN	5627/4395
New Zealand	PARAMOUNT	B72191
New Zealand	PARAMOUNT	265023
New Zealand	ROBIN RED	B128586
New Zealand	UNIVERSAL	B129202
New Zealand	BRUNSWICK	226546
Panama	BEACH CLIFF	
Panama	BRUNSWICK	87256
Paraguay	BRUNSWICK	208214
Peru	BRUNSWICK	19306
Philippines	BRUNSWICK	116460
Poland	FAIRHAVEN	133830
Poland	BRUNSWICK	20158
Puerto Rico	BRUNSWICK	37157
Republica Dominicana	BRUNSWICK	81668
Republica Dominicana	BRUNSWICK	1781-322-A
Republica Dominicana	BRUNSWICK	81,668
Slovak Republic	PORT CLYDE	191620
Slovakia	BRUNSWICK	186804
South Africa	CLOVER LEAF SALMON & DESIGN	40/907
South Africa	MAPLE LEAF	70/3764

Country	Trade-Mark	App./Reg. #
South Africa	SWALLOW	34/1385
South Africa	BRUNSWICK AND JUTLAND	96/15658 & 96/15659
South Africa	PORT CLYDE	99/15458
Spain	CLOVER LEAF & DESIGN	1207992
St. Croix Is.	BRUNSWICK	U.S. Reg'n No. 1,423,060 covers St. Croix, Is.
St. Kitts, W.I. (St. Christopher)	BEACH CLIFF	
St. Kitts, W.I. (St. Christopher)	BRUNSWICK	4322
St. Lucia, W.I.	BANQUET AND FAIRHAVEN	100/1997
St. Lucia, W.I.	BRUNSWICK	183/95
St. Lucia, W.I.	PORT CLYDE	
St. Maarten, W.I.	BRUNSWICK	
St. Vincent, W.I.	BRUNSWICK	2031724A
St. Vincent, W.I.	FAIRHAVEN	
St. Vincent, W.I.	PORT CLYDE	
Suriname	RED ROSE DESIGN	2312
Suriname, S.A.	BRUNSWICK	15.261
Sweden	CLOVER LEAF & DESIGN	105471
Sweden	PARAMOUNT	130505
Switzerland	CLOVER LEAF & DESIGN	313658
Switzerland	KILTIE & DESIGN	357853
Trinidad and Tobago	CLOVER LEAF & DESIGN	2869
Trinidad and Tobago	RED ROSE & DESIGN	
Trinidad and Tobago	UNIVERSAL & DESIGN	12816

Country	Trade-Mark	App./Reg. #
Trinidad and Tobago	BANQUET	27072
Trinidad and Tobago	BRUNSWICK	35 of 1925
Trinidad and Tobago	FAIRHAVEN	27216
Turks Caicos Is.	BRUNSWICK	11405
Ukraine	BRUNSWICK	98093594
Ukraine	FAIRHAVEN	98093595T
United Kingdom	CLOVER LEAF	746463
United Kingdom	CLOVER LEAF BRAND	721157
United Kingdom	CLOVER LEAF BRAND & DESIGN	721158
United Kingdom	PARAMOUNT	B767432
United Kingdom	PARAMOUNT	628666
United Kingdom	PINE TREE	791566
United Kingdom	RED ROSE	791567
United Kingdom	BRUNSWICK & SHIP LOGO	2031724B
United Kingdom	BRUNSWICK	2031724A
United States	CLOVER LEAF	2,520,386
United States Virgin Island	BEACH CLIFF	