

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Fleet Capital Corporation

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

Citizenship (see guidelines) Rhode Island

Execution Date(s) Dec. 16, 2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bumble Bee Seafoods, LLC

Internal
Address: Attn: CFO

Street Address: 9655 Granite Ridge Road, Suite 100

City: San Diego

State: CA

Country: USA Zip: 92123

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Partial Release of Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
n/a

B. Trademark Registration No.(s)
see attached Exhibit

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & 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 920

City: Washington

State: DC Zip: 20005

Phone Number: 202-783-2700

Fax Number: 202-783-0145

Email Address: _____

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 150-3155
Authorized User Name Federal Reserve

9. Signature: Julie Cravitz Dec. 17, 2004

Signature Date

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

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, Inc.
www.USCourtForms.com

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EXHIBIT A**TRADE NAMES, TRADEMARKS AND COPYRIGHTS****UNITED STATES**

| Trade Name | Registration Application Number | Goods | Owner |
|----------------|---------------------------------|---|-------------------------------|
| BULLDOG | 89,149 | Canned Sardines | Stinson Seafood (2000), Inc. |
| BULLDOG | 1,679,557 | Seafood | Stinson Seafood (2000), Inc. |
| COMMANDER | 541,542 | Canned Sardines | Stinson Seafood (2000), Inc. |
| ADMIRAL DESIGN | 1,683,898 | Seafood | Stinson Seafood (2000), Inc. |
| NEPTUNE | 1,583,811 | Canned sardines | Stinson Seafood Company, L.P. |
| PORT CLYDE | 1,116,692 | Canned fish | Stinson Seafood (2000), Inc. |
| NEPTUNE | 2,333,893 | Canned seafood and shellfish; seafood and shellfish | Stinson Seafood Company, L.P. |
| ADMIRAL | 1,488,678 | Canned fish, namely sardines, herring and fish steaks | Stinson Seafood (2000), Inc. |

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P.01/03

**PARTIAL RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

BUMBLE BEE SEAFOODS, LLC, a Delaware limited liability company ("Grantor"), executed a Trademark Security Agreement dated as of April 30, 2004 in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, as Administrative Agent ("Agent"), pursuant to which the Grantor assigned and granted to Agent a security interest in and to all of Grantor's right, title and interest in and to certain trademarks and trademark applications, including the specific trademarks listed on Exhibit A attached hereto (the "Marks") and the goodwill associated therewith.

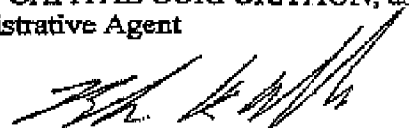
Agent wishes to release, retransfer and reassign to Grantor, without representation or warranty, all of Agent's right, title and interest in and to the Marks attached hereto, and the goodwill associated therewith.

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Agent, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully its security interest in and to the Marks, and retransfers and reassigns to Grantor, without representation or warranty of any kind, express or implied, free and clear of any claims by Agent, all of Agent's right, title and interest in and to the Marks, the goodwill associated therewith and all causes of action for past infringement, if any.

Agent's execution or delivery of this instrument does not constitute (a) a waiver or release of any indebtedness or other obligation on the part of Grantor, or any other grantor, under any document, instrument or agreement secured by, or described in, the Trademark Security Agreement, (b) a waiver of any (i) default or event of default, or (ii) any right, power, privilege or remedy on the part of Grantor, or any other grantor, under any such document, instrument or agreement, or (c) a release, retransfer or reassignment of Agent's right title and interest, if any, as against anyone other than the Grantor (including any other grantor) in and to the Marks and the goodwill associated therewith.

IN WITNESS WHEREOF, Agent has executed this Release of Security Interest in Trademarks as of this 16 day of December, 2004.

FLEET CAPITAL CORPORATION, as
Administrative Agent

By: 
Name: Blair K. Medlen
Title: VP

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EXHIBIT A
TRADEMARKS

[See Attached List]

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P.03/03

SCHEDULE A To Agreement
For Purchase and Sale of Assets
Dated: 12/1/04

TRADE NAMES, TRADEMARKS AND COPYRIGHTS

UNITED STATES

| | | | |
|----------------|-----------|---|-------------------------------|
| BULLDOG | 89,149 | Canned Sardines | Stinson Seafood (2000), Inc. |
| BULLDOG | 1,679,557 | Seafood | Stinson Seafood (2000), Inc. |
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** TOTAL PAGE.03 **

TRADEMARK

RECORDED: 12/20/2004

REEL: 002995 FRAME: 0838