

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Admiralty Island Fisheries, Inc.		06/30/2005	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Admin Agent
<b>Street Address:</b>	55 S. Lake Ave., Suite 900
<b>Internal Address:</b>	Attn: Aqua Star Acct Officer
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91101
<b>Entity Type:</b>	national bank:

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2472506	BIG SHRIMP!
Serial Number:	76369625	SHRIMP GRILLERS
Registration Number:	2824197	SUPREME COOKED SHRIMP
Serial Number:	78225678	SIMPLY THE BEST SHRIMP
Serial Number:	78503936	AQUA STAR RESERVE
Serial Number:	78503943	AQUA STAR
Serial Number:	78506197	WHEN YOU CAN'T CATCH YOUR OWN
Serial Number:	78510524	AQUA
Serial Number:	78508522	STARSYSTEM
Serial Number:	78510362	STARTECHS

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**CH \$265.00 2472506**

Phone: 202-783-2700  
Email: pagodoa@federalresearch.com  
Correspondent Name: CBC Companies dba Federal Research  
Address Line 1: 1030 Fifteenth Street, NW, Suite 920  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	07/19/2005

Total Attachments: 7  
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EXHIBIT  
to  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MARK	COUNTRY	APPLICATION NO. AND DATE	REGISTRATION NO. AND DATE
Big Shrimp	USA	<del>75/706,508</del> 05/14/99	2,472,506 07/24/01
Shrimp Grillers	USA	76/369,625 02/11/02	
Supreme Cooked Shrimp	USA	<del>78/196,582</del> 12/20/02	2,824,197 03/16/04
Simply the Best Shrimp	USA	78/225,678 03/14/03	
Aqua Star Reserve	USA	78/503,936 10/21/04	
Aqua Star	USA	78/503,943 10/21/04	
When You Can't Catch Your Own	USA	78/506,197 10/26/04	
Aqua and design	USA	78/510,524 11/03/04	
StarSystem	USA	78/508,522 10/29/04	
StarTechs	USA	78/510,362 11/03/04	

FIRST AMENDMENT TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of June 30, 2005, is entered into by Admiralty Island Fisheries, Inc., a Washington corporation (the "Debtor") in favor of Bank of America, N.A., (successor in interest to Bankamerica Business Credit, Inc.) as administrative agent (the "Secured Party"), with reference to the following facts:

RECITALS

A. The Debtor and the Secured Party are parties to the Patent and Trademark Security Agreement, dated as of August 28, 1998 (the "Patent and Trademark Security Agreement"), pursuant to which the Debtor granted the Secured Party a security interest in all of its Patents, Trademarks and related Collateral as security for the Obligations.

B. The Patent and Trademark Security Agreement makes reference to a Loan and Security Agreement, among Secured Party, the Lenders and the Debtor, dated as of August 28, 1998, which has been amended and restated as the Second Amended and Restated Loan and Security Agreement, of even date herewith (as the same may be amended, restated, replaced or superseded, collectively, the "Loan Agreement")

C. Since the filing of the Trademark Security Agreement, the Debtor has acquired additional Trademarks and Patents.

D. The Debtor and the Secured Party wish to amend the Patent Security Agreement to add these new Patents and Trademarks to Schedule A and Schedule B, respectively, to the Patent Security Agreement in order to make such Patents part of the Collateral under the Patent Security Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Any and all initially capitalized terms used in this Amendment (including, without limitation, in the recitals hereto) without definition shall have the respective meanings specified in the Patent Security Agreement. The Patent and Trademark Security Agreement is hereby amended such that the definitions set forth in this Amendment shall be incorporated therein by this reference.

2. Addition of New Patents. Schedule A to the Patent and Trademark Security Agreement is hereby amended and supplemented by including the Patents identified in Schedule A to this Amendment as Patents and as part of the Collateral.


3. Addition of New Trademarks. Schedule B to the Patent and Trademark Security Agreement is hereby amended and supplemented by including the Trademarks identified in Schedule B to this Amendment as Trademarks and as part of the Collateral.

4. No Other Amendments. Except as expressly amended hereby, the Patent and Trademark Security Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment by their respective duly authorized officers as of the date first above written.

The Debtor:

ADMIRALTY ISLAND FISHERIES, INC.

By:   
Name: Alex Chang  
Title: Secretary

The Secured Party:

BANK OF AMERICA, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

4. No Other Amendments. Except as expressly amended hereby, the Patent and Trademark Security Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment by their respective duly authorized officers as of the date first above written.

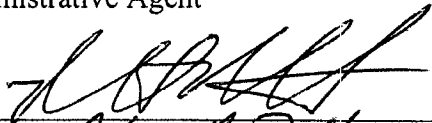
The Debtor:

ADMIRALTY ISLAND FISHERIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Secured Party:

BANK OF AMERICA, N.A., as  
Administrative Agent

By:   
Name: Robert M. Dalton  
Title: Vice President

SCHEDULE A  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

TITLE	COUNTRY	APPLICATION NO. AND DATE	PATENT NO. AND DATE
Shrimp Ring Tray	USA	29/152,672 12/20/01	D460,897 07/30/02
Shrimp Ring Having Tray with Transparent Cover	USA	29/152,693 12/20/01	D461,099 08/06/02
Shrimp Ring Tray	Canada	99,460 06/04/02	99,460 10/31/03
Shrimp Ring Tray With Cover	Canada	99,461 06/04/02	99,461 10/31/03

SCHEDULE B  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

MARK	COUNTRY	APPLICATION NO. AND DATE	REGISTRATION NO. AND DATE
Big Shrimp	USA	75/706,508 05/14/99	2,472,506 07/24/01
Shrimp Grillers	USA	76/369,625 02/11/02	
Shrimp Grillers	Canada	1,141,549 05/23/02	
Supreme Cooked Shrimp	USA	78/196,582 12/20/02	2,824,197 03/16/04
Simply the Best Shrimp	USA	78/225,678 03/14/03	
Aqua Star Reserve	USA	78/503,936 10/21/04	
Aqua Star	USA	78/503,943 10/21/04	
When You Can't Catch Your Own	USA	78/506,197 10/26/04	
Aqua and design	USA	78/510,524 11/03/04	
StarSystem	USA	78/508,522 10/29/04	
StarTechs	USA	78/510,362 11/03/04	
Aqua Star	Canada	1,248,959 03/01/05	
Aqua Star Reserve	Canada	1,248,960 03/01/05	
Aqua and design	Canada	1,248,961 03/01/05	
StarSystem	Canada	1,248,958 03/01/05	
StarTechs	Canada	1,248,965 03/01/05	
When You Can't Catch Your Own	Canada	1,248,962 03/01/05	
Aqua Gold	Community	4313961 02/25/05	