

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Omega Protein, Inc.		10/19/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as agent
Street Address:	450 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	76518174	FOR THE HEALTH OF IT
Registration Number:	2967788	HEALTHY PRODUCTS FOR A HEALTHY WORLD
Serial Number:	76148173	MEGA BEEF
Serial Number:	76148402	MEGA BEEF
Registration Number:	2887931	MENHADEN RESOURCE COUNCIL
Registration Number:	1827644	NEPTUNE
Registration Number:	2662155	NEPTUNE FISH CONCENTRATE
Registration Number:	2796631	OMEGA PROTEIN
Registration Number:	2778972	OMEGA PROTEIN
Registration Number:	3043979	OMEGAEQUIS
Registration Number:	2579426	OMEGAGROW
Registration Number:	2470491	OMEGAGROW
Registration Number:	2309474	OMEGAPURE
Registration Number:	2816678	OMPRO

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Serial Number:	76327421	OMPRO CHEMICALS
Registration Number:	2725639	SEACIDE
Registration Number:	2695624	SEA-LAC
Serial Number:	75508783	SILVER HERRING
Registration Number:	2213113	SPECIAL SELECT
Serial Number:	78374358	THE TISSUE IS THE ISSUE
Serial Number:	78903638	VIRGINIA PRIME
Registration Number:	2668303	FLAVOR OF THE SEA

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0742
NAME OF SUBMITTER:	Daniel Angel, Esq. (014951.0742)
Signature:	/kc for da/
Date:	10/23/2006

Total Attachments: 4
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Omega Protein, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated October 19, 2006 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the Secured Parties (as such terms are defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 19, 2006.

OMEGA PROTEIN, INC.

By: 

Name: Joseph L. von Rosenberg III

Title: President and Chief Executive Officer

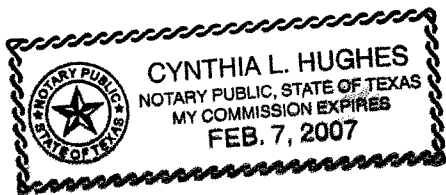
STATE OF Texas

ss.:

COUNTY OF Harris

On this ____ day of October, 2006, before me personally came Joseph L. von Rosenberg III, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President and Chief Executive Officer of Omega Protein, Inc., a Virginia corporation, and that he executed the foregoing instrument in the firm name of Omega Protein, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Cynthia L. Hughes
Notary Public



SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Reg. / App. No.</u>
U.S.	FLAVOR OF THE SEA	2,688,303
U.S.	FOR THE HEALTH OF IT	76/518,174
U.S.	HEALTHY PRODUCTS FOR A HEALTHY WORLD	2,967,788
U.S.	MEGA BEEF	76/148,173
U.S.	MEGA BEEF and design	76/148,402
U.S.	MENHADEN RESOURCE COUNCIL	2,887,931
U.S.	NEPTUNE	1,827,644
U.S.	NEPTUNE FISH CONCENTRATE	2,662,155
U.S.	OMEGA PROTEIN	2,796,631
U.S.	OMEGA PROTEIN and design	2,778,972
U.S.	OMEGAEQUIS	3,043,979
U.S.	OMEGAGROW	2,579,426
U.S.	OMEGAGROW & design	2,470,491
CANADA	OMEGAPURE	568915
EU	OMEGAPURE	1876630
JAPAN	OMEGAPURE	4808541
MEXICO	OMEGAPURE	636986
U.S.	OMEGAPURE	2,309,474
U.S.	OMPRO	2,816,678
U.S.	OMPRO CHEMICALS	76/327,421
U.S.	SEACIDE	2,725,639
MEXICO	SEA-LAC	784701
U.S.	SEA-LAC	2,695,624
U.S.	SILVER HERRING	75/508,783
MEXICO	SPECIAL SELECT	826326
U.S.	SPECIAL SELECT	2,213,113
U.S.	THE TISSUE IS THE ISSUE	78/374,358
U.S.	VIRGINIA PRIME	78/903,638