

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
High Liner Foods Incorporated		10/31/2006	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Royal Bank of Canada, As Agent
Street Address:	200 Bay Street
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5J 2W7
Entity Type:	Bank:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78637967	HIGH LINER
Serial Number:	78952499	HIGH LINER CAPTAIN'S CLASSICS
Serial Number:	78952456	CAPTAIN'S CLASSICS
Registration Number:	3038981	IT'S A GOOD NIGHT FOR FISH
Registration Number:	2528504	HIGH LINER
Registration Number:	1961105	QWIK STIX
Registration Number:	0722334	HIGH LINER

**CORRESPONDENCE DATA**

Fax Number: (518)452-0822  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 518-452-1873  
 Email: accessin@sprynet.com  
 Correspondent Name: Jackie Lee  
 Address Line 1: 1773 Western Avenue  
 Address Line 2: Access Information Service, Inc.

OP \$190.00 78637967

Address Line 4: Albany, NEW YORK 12203

ATTORNEY DOCKET NUMBER: 90378

NAME OF SUBMITTER: Jackie Lee

Signature: /Jacqueline A. Lee/

Date: 11/16/2006

Total Attachments: 3  
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UNITED STATES TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, High Liner Foods Incorporated (the "**Borrower**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Borrower, the Lenders party thereto and Royal Bank of Canada, as Agent (the "**Agent**") are parties to a Credit Agreement dated as of October 31, 2006 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of October 31, 2006 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower and the Agent and (ii) this Trademark Security Agreement, the Borrower has secured certain of its obligations (the "**Secured Obligations**") and by granting to the Agent (for its benefit and for the benefit of the Lenders (as defined in the Credit Agreement)) a continuing security interest in its personal property, including all right, title and interest in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower grants to the Agent, to secure the Secured Obligations, a continuing security interest in all of the Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each trademark registered in the United States owned by the Borrower, including, without limitation, each trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark;

(ii) each trademark license to which the Borrower is a party, including, without limitation, each trademark license identified in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Borrower against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by the Borrower (including, without limitation, any trademark identified in Schedule I hereto), and all rights and benefits of the Borrower under any trademark license (including, without limitation, any trademark license identified in Schedule I hereto), or for injury to the goodwill associated with any of the foregoing.

The Borrower irrevocably constitutes and appoints the Agent and any officer or representative thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Borrower or in the Agent's name, from time to time,

in the Agent's discretion, to take with respect to the Trademark Collateral any and all action which the Borrower might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to perfect its security interest with respect to the Trademark Collateral.

The Borrower agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, to any other person or entity any of the Trademark Collateral without the prior consent of the Agent.

The foregoing security interest is granted in conjunction with the security interests granted by the Borrower to the Agent pursuant to the Security Agreement. The Borrower acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21 day of October, 2006.

HIGH LINER FOODS INCORPORATED

By: \_\_\_\_\_

Name:

Title:

  
**K.L. Nelson**

**Treasurer**

**K. L. Nelson, C.A.**  
**VP CORPORATE SERVICES**  
**V. CEO**

**SCHEDULE I**

**Registered Trademarks in the United States**

**Registered in the name of High Liner Foods Incorporated**

1. HIGH LINER & DESIGN, USPTO#78637967 Principal Register, Expiry Date: August 29, 2016
2. HIGH LINER CAPTAIN'S CLASSICS, USPTO#78952499, Principal Register, application pending
3. CAPTAIN'S CLASSICS, USPTO#78952456, Principal register, application pending
4. IT'S A GOOD NIGHT FOR FISH, USPTO#3038981, Principal register, Expiry Date: January 10, 2016
5. HIGH LINER & DESIGN, USPTO#2528504, Principal register, Expiry Date: January 8, 2012
6. QWIK STIX, USPTO#1961105, Principal Register, Expiry Date: March 5, 2016
7. HIGH LINER, USPTO#0722334, Principal Register, Expiry Date: October 3, 2011