

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
Orion Seafood International, Inc.		01/05/2007	CORPORATION: NEW HAMPSHIRE
Orion Seafood Group Canada Company		01/05/2007	unlimited liability company: CANADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	One Federal Street		
Internal Address:	Mail Stop: MA5-503-07-19		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNKNOWN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77027814	GRILL-CUTS	
Serial Number:	77020457	GRILL-CUTS	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.239.0760		
Email:	srblack@eapdlaw.com		
Correspondent Name:	S. Ryan Black, Paralegal		
Address Line 1:	Edwards Angell Palmer & Dodge LLP		
Address Line 2:	111 Huntington Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	202164/23		

CH \$65.00 77027814

NAME OF SUBMITTER:	S. Ryan Black, Paralegal
Signature:	/S Ryan Black/
Date:	01/05/2007
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS Orion Seafood International, Inc., a New Hampshire corporation (the "Borrower"), whose principal place of business is located at 20 Ladd Street, Portsmouth, New Hampshire, and Orion Seafood Group Canada Company (the "Affiliate Guarantor"), and collectively with the Borrower the "Pledgors") are the owners and users of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS the Pledgors have entered into that certain Loan and Security Agreement dated as of January 5, 2007 (together with all amendments and other modifications, if any, from time to time hereafter made thereto, the "Credit Agreement") among the Pledgors, the Lenders from time to time party thereto, and Bank of America, N.A., as administrative agent (the "Agent"), pursuant to which the Pledgors have granted to the Agent for the benefit of the Lenders, a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of each Pledgor's right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge and mortgage to the Agent, and grant to the Agent a security interest in, each Pledgor's right, title and interest in and to the Trademarks, together with the entire good will of each Pledgor's business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of each Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and each of the Pledgors and the Agent hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, each of the Pledgors and the Agent has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 5th day of January, 2007.

PLEDGORS:

ORION SEAFOOD INTERNATIONAL, INC.,
a New Hampshire corporation

By: 

Name: CHARLES R. ANASTASIA

Title: CEO

ORION SEAFOOD GROUP CANADA COMPANY,
a Nova Scotia unlimited liability company


By: 

Name: CHARLES R. ANASTASIA

Title: CEO

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Matthew T. O'Keefe
Title: Senior Vice President

(Security Agreement (Trademarks) Signature Page)

SCHEDULE A

<u>TRADEMARK</u>	<u>APPLICATION/REGISTRATION NO.</u>
Grill-Cuts	77027814
Grill-Cuts	77020457