

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fishery Products International Limited		12/20/2007	CORPORATION: NEWFOUNDLAND/LABRADOR

RECEIVING PARTY DATA

Name:	High Liner Foods Incorporated
Street Address:	100 Battery Point
City:	Lunenburg
State/Country:	NOVA SCOTIA
Postal Code:	B0J 2C0
Entity Type:	CORPORATION: NOVA SCOTIA

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	1479801	AQUARIUS
Registration Number:	1217128	BAKE 'R BROIL
Registration Number:	1724023	BATTERCRISP
Registration Number:	0843768	BATTERCRISP
Registration Number:	2016319	BLAZIN' BUFFALO SHRIMP
Registration Number:	1687266	BLAZIN' REDFISH
Registration Number:	1986387	BOSTON BATTER
Serial Number:	78538929	BREADED NATURALS
Registration Number:	1701963	
Registration Number:	1452347	CAPTAIN LONGBOAT
Registration Number:	0564574	CARIBOU
Registration Number:	1245917	CATCH OF THE DAY
Registration Number:	1959672	CATCH OF THE DAY

CH \$1265.00 1479801

Registration Number:	1697808	CLOUSTON
Serial Number:	78441199	COASTAL CLASSICS
Registration Number:	2270859	COUNTRY CORNMEAL
Registration Number:	1566630	FISHERY PRODUCTS INTERNATIONAL
Registration Number:	2242331	FISHERY PRODUCTS INTERNATIONAL
Registration Number:	1486275	FPI
Registration Number:	2358781	FROM THE ICY COLD WATERS OF NEWFOUNDLAND
Registration Number:	1580301	FUN FISH
Serial Number:	77202398	GRILLED 'N GLAZED
Registration Number:	1918187	HEALTHYBAKE
Registration Number:	0692915	I.Q.F.
Registration Number:	2637783	MANDARIN
Registration Number:	0976458	"MARITIMER"
Registration Number:	1121090	MIRABEL
Registration Number:	2967136	OCEAN MAID
Registration Number:	2198669	OVENCRUNCH
Registration Number:	1557039	OVENCRUNCH
Serial Number:	78807602	PAN-SEAR SELECTS
Serial Number:	78244340	RACK O' SHRIMP
Registration Number:	2979033	SALMON ELITES
Registration Number:	2148360	SCRIBBLES
Registration Number:	3186705	SEA CUISINE
Registration Number:	1422097	SEAFOOD ELITES
Registration Number:	1348343	SEA NUGGETS
Serial Number:	78538933	SEA PORTIONS
Registration Number:	1554896	SEA STRIPS
Registration Number:	1719556	SEA WONDERS
Registration Number:	1501490	SHORE GRILLED
Registration Number:	3204651	SHORE STYLE
Registration Number:	1050186	SHRIMP-MATES
Registration Number:	1831475	SIMPLE SERV
Registration Number:	1649611	SIMPLE SERV COD FILLETS
Registration Number:	2095689	FPI SNOW PEARL
Serial Number:	78430035	TIKI ISLAND SHRIMP
Serial Number:	77025948	UPPERCRUST

Serial Number:	78338379	UPPERCRUST
Registration Number:	2863697	WE CATCH CUSTOMERS FOR YOU.

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.570.1292
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner, Senior Paralegal
Address Line 1: Goodwin Procter LLP
Address Line 2: Exchange Place
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	065744-104746
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	03/20/2008

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS

Dated: As of December 20, 2007

This Assignment of Trademarks, dated as of December 20, 2007, is by and between FISHERY PRODUCTS INTERNATIONAL LIMITED, a corporation existing under the laws of the Province of Newfoundland and Labrador, with an office located at 70 O'Leary Avenue, St. John's, Newfoundland and Labrador, Canada ("Assignor"), and HIGH LINER FOODS INCORPORATED, a company existing under the laws of the Province of Nova Scotia, with an office located at 100 Battery Point, Lunenburg, Nova Scotia, Canada ("Assignee").

WHEREAS, Assignor was formed by amalgamation effective as of December 29, 1989, Fishery Products International Limited, Clouston Foods Canada Limited, and Triton Seafoods Limited;

WHEREAS, Assignor is the registered owner of the trademark applications, trademark registrations and trade names identified in the attached Schedule A and all common law rights arising therefrom (the "Marks");

WHEREAS, pursuant to an Agreement of Purchase and Sale dated August 24, 2007 among the Assignor, FPI Limited and the Assignee (the "Purchase Agreement"), the Assignor agreed to convey certain intellectual property, including the Marks, to the Assignee with the benefits of, but limited to, the representations and warranties of the Vendor relating thereto which are stipulated in section 4.2.23 therein, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

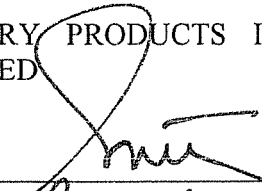
1. Assignor does hereby assign, transfer and set over to Assignee all of its right, title, and interest in and to the Marks, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made, together with all of the goodwill symbolized thereby and appurtenant thereto.
2. Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past or current infringement of the Marks, as well as the right to sue for and collect the same for its own use and enjoyment.
3. Assignor does also hereby agree that when requested by the Assignee, it will, at the sole cost of Assignee, execute all documents which in the sole judgment of the Assignee, may be necessary or desirable to properly effect, perfect or evidence the assignment set forth in paragraphs 1 and 2 above.
4. Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

5. The sole purpose of this Assignment is to effectuate the Purchase Agreement. No provision herein shall be deemed to modify or amend any provision in the Purchase Agreement. To the extent that provisions of the Purchase Agreement are inconsistent with the provisions contained in this Assignment, the Purchase Agreement shall supersede this Assignment and be the controlling document.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

Assignor:

FISHERY PRODUCTS INTERNATIONAL
LIMITED

By: 
Name: REX ANTHONY
Title: CHAIRMAN

Assignee:

HIGH LINER FOODS INCORPORATED

By: _____
Name: _____
Title: _____

5. The sole purpose of this Assignment is to effectuate the Purchase Agreement. No provision herein shall be deemed to modify or amend any provision in the Purchase Agreement. To the extent that provisions of the Purchase Agreement are inconsistent with the provisions contained in this Assignment, the Purchase Agreement shall supersede this Assignment and be the controlling document.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

Assignor:
FISHERY PRODUCTS INTERNATIONAL
LIMITED

Assignee:
HIGH LINER FOODS INCORPORATED

By: _____
Name: _____
Title: _____

By: C. E. Milton
Name: C. E. Milton
Title: Corporate Secretary

SCHEDULE A

MARK	Country	Registration No.	Expiry
AQUARIUS	USA	1,479,801	8-Mar-2008
BAKE R' BROIL	USA	1,217,128	16-Nov-2012
BATTERCRISP	USA	1,724,023	13-Oct-2012
BATTERCRISP	USA	843,768	6-Feb-2008
BLAZIN' BUFFALO SHRIMP	USA	2,016,319	12-Nov-2016
BLAZIN' REDFISH	USA	1,687,266	12-May-2012
BOSTON BATTER	USA	1,986,387	9-Jul-2016
BREADED NATURALS	USA	78/538,929	Registered 6-Nov-2007
C LOGO	USA	1,701,963	21-Jul-2012
CAPTAIN LONGBOAT	USA	1,452,347	11-Aug-2017
CARIBOU	USA	564,574	30-Sep-2012
CATCH O' THE DAY	USA	1,245,917	19-Jul-2013
CATCH O' THE DAY & Design	USA	1,959,672	5-Mar-2016
CLOUSTON	USA	1,697,808	30-Jun-2012
COASTAL CLASSICS	USA	78/441,199	Registered 30-Nov-2007
COUNTRY CORNMEAL	USA	2,270,859	17-Aug-2009
FISHERY PRODUCTS INTERNATIONAL	USA	1,566,630	14-Nov-2009
FISHERY PRODUCTS INTERNATIONAL	USA	2,242,331	4-May-2009
FPI	USA	1,486,275	26-Apr-2008
FPI & Design	USA	1,486,275	26-Apr-2008
FROM THE ICY COLD WATERS OF NEWFOUNDLAND	USA	2,358,781	13-June-2010
FUNFISH	USA	1,580,301	30-Jan-2010
GRILLED 'N GLAZED	USA	Application	Filed on June 11-2007
HEALTHYBAKE	USA	1,918,187	12-Sept-2015
I.Q.F.	USA	692,915	9-Feb-2010
MANDARIN	USA	2,637,783	15-Oct-2012
MARITIMER	USA	976,458	8-Jan-2014
MIRABEL	USA	1,121,090	26-Jun-2009
OCEAN MAID	USA	2967136	12-Ju-2015
OVENCRUNCH	USA	2,198,669	20-Oct-2008
OVENCRUNCH	USA	1,557,039	19-Sep-2009
PAN SEAR SELECTS	USA	-	Filed Feb 6-2006
RACK O' SHRIMP	USA	78/244340	Registered 8-Oct-2007

SALMON ELITES	USA	2979033	26-Jul-2015
SCRIBBLES	USA	2,148,360	31-Mar-2008
SEA CUISINE Logo	USA	3186705	19-Dec-2016
SEAFOOD ELITES	USA	1,422,097	23-Dec-2016
SEA NUGGETS	USA	1,348,343	9-Jul-2015
SEA PORTIONS	USA	78/538,933	Registered 6- Nov-2007
SEA STRIPS	USA	1,554,896	5-Sep-2009
SEA WONDERS	USA	1,719,556	22-Sept-2012
SHORE GRILLED	USA	1,501,490	23-Aug-2008
SHORE STYLE	USA	320,4651	30-Jan-2017
SHRIMP MATES	USA	1,050,186	12-Oct-2016
SIMPLE SERVE	USA	1,831,475	19-Apr-2014
SIMPLE SERV COD FILLETTS	USA	1,649,611	2-Jul-2011
(FPI) SNOW PEARL	USA	2,095,689	8-Sep-2007
TIKI ISLAND SHRIMP	USA	78/430,035	28-Mar-2016
UPPERCRUST	USA	-	Filed Oct 20 2006
UPPERCRUST	USA	78/338,379	2-Aug-2015
WE CATCH CUSTOMERS FOR YOU	USA	2,863,697	13-Jul-2014