

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
High Liner Foods (USA), Incorporated		12/20/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CIT Business Credit Canada Inc., as Collateral Agent
<b>Street Address:</b>	207 Queens Quay West
<b>Internal Address:</b>	Suite 700
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	MSJ 1A7
<b>Entity Type:</b>	COMPANY: CANADA

**PROPERTY NUMBERS Total: 65**

Property Type	Number	Word Mark
Registration Number:	3229631	FISHER BOY A GREAT CATCH!
Registration Number:	3346142	SOLO SELECTS
Registration Number:	3337474	CAFÉ APPETITA
Registration Number:	3158459	CAPTAIN'S CUT
Registration Number:	3158458	SEAFOOD IS SMART FOOD
Registration Number:	3028977	3 IN 1 SEAFOOD FUN BUCKET
Registration Number:	3065518	3 IN 1 FAMILY FUN BUCKET
Registration Number:	3028975	FUN BUCKET
Registration Number:	2406956	
Registration Number:	2317273	FISHER BOY A GREAT CATCH
Registration Number:	1738498	BOOTH
Registration Number:	1390977	SEA FRESH
Registration Number:	902704	

CH \$1640.00 3229631

Registration Number:	0568144	BOOTH
Registration Number:	854740	40 FATHOMS
Registration Number:	674357	SEAFRESH
Registration Number:	1479801	AQUARIUS
Registration Number:	1217128	BAKE 'R BROIL
Registration Number:	1724023	BATTERCRISP
Registration Number:	843768	BATTERCRISP
Registration Number:	2016319	BLAZIN' BUFFALO SHRIMP
Registration Number:	1687266	BLAZIN' REDFISH
Registration Number:	1986387	BOSTON BATTER
Registration Number:	1701963	
Registration Number:	1452347	CAPTAIN LONGBOAT
Registration Number:	564574	CARIBOU
Registration Number:	1245917	CATCH OF THE DAY
Registration Number:	1959672	CATCH OF THE DAY
Registration Number:	1697808	CLOUSTON
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
Registration Number:	1918187	HEALTHYBAKE
Registration Number:	692915	I.Q.F.
Registration Number:	2637783	MANDARIN
Registration Number:	976458	"MARITIMER"
Registration Number:	1121090	MIRABEL
Registration Number:	1486577	MIRABELLA
Registration Number:	2967136	OCEAN MAID
Registration Number:	2198669	OVENCRUNCH
Registration Number:	1557039	OVENCRUNCH
Registration Number:	2979033	SALMON ELITES
Registration Number:	2148360	SCRIBBLES
Registration Number:	3186705	SEA CUISINE
Registration Number:	1422097	SEAFOOD ELITES

Registration Number:	1348343	SEA NUGGETS
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
Registration Number:	2863697	WE CATCH CUSTOMERS FOR YOU.
Serial Number:	78733411	CAFÉ APPETITA
Serial Number:	78538929	BREADED NATURALS
Serial Number:	78441199	COASTAL CLASSICS
Serial Number:	78244340	RACK O' SHRIMP
Serial Number:	78538933	SEA PORTIONS
Serial Number:	78430035	TIKI ISLAND SHRIMP
Serial Number:	78338379	UPPERCRUST

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007  
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER: 8030802A

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Christopher E. Kondracki

Signature: /Christopher E. Kondracki/

Date: 05/06/2008

**TRADEMARK**

**REEL: 003772 FRAME: 0693**

**Total Attachments: 15**

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**TRADEMARK SECURITY AGREEMENT**  
(U.S. Borrower)

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made on December 20, 2007, among **HIGH LINER FOODS (USA), INCORPORATED**, a Delaware corporation (hereafter referred to as "Grantor"), and **CIT BUSINESS CREDIT CANADA INC.**, as collateral agent for Secured Parties (as such term is defined below) (together with its successors in such capacity, "Collateral Agent").

**Recitals:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among, amongst others, High Liner Foods Incorporated, as Canadian Borrower, High Liner Foods (USA), Incorporated, as U.S. Borrower, the Lenders, the Collateral Agent, Royal Bank of Canada, as administrative agent (in such capacity, together with any successor agent, the "Agent"), and Royal Bank of Canada, RBC Capital Markets and CIT Business Credit Canada Inc., as arrangers, the Lenders have agreed to make Revolving Loans and issue or cause the issuance of Letters of Credit on behalf of the Borrowers;

WHEREAS, in order to induce Lenders to make Revolver Loans and extend or otherwise make arrangements for the extension of other credit as provided in the Credit Agreement, Grantor and High Liner Foods Incorporated have executed and delivered to Collateral Agent, for itself and the ratable benefit of Secured Parties, a certain Security Agreement in which Grantor and High Liner Foods Incorporated have each granted a continuing security interest in and lien upon substantially all of their personal property, which Security Agreement is governed by the laws of the State of New York, dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and have also agreed to grant a continuing security interest in and lien upon and right of set-off against the Trademark Collateral (as hereinafter defined) to Collateral Agent, for the benefit of the Secured Parties, to secure the payment and performance of all of the Grantor Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement or the Security Agreement, as applicable. Capitalized terms used herein and defined in the UCC shall have the same meanings as in the UCC unless the context otherwise requires; provided, that to the extent the UCC is used to define a term herein and such term is defined differently in different Articles of the UCC, the definition contained in Article 9 of the UCC shall control. The word "including" shall be understood to mean "including, without limitation". The following terms shall have the following meanings:

(a) "Lenders" means, the financial institutions from time to time party to the Credit Agreement, as lenders; and "Lender" means any one of them; and

(b) "Secured Parties" means, collectively, the Collateral Agent, the Agent, each Lender, each Letter of Credit Issuer, Bank and Royal Bank; and "Secured Party" means any one of them.

2. As security for the prompt payment and performance of the Grantor Obligations, Grantor hereby grants to Collateral Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon, and right of set-off against, all of Grantor's right, title and interest in and to all of the following property of Grantor, whether now owned or existing or hereafter created, acquired or arising (the "Trademark Collateral"):

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, the Trademarks listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iv) all rights corresponding thereto throughout the world;

(b) all of the goodwill of Grantor's business connected with and symbolized by the foregoing; and

(c) all proceeds of the foregoing.

To the extent that the granting of a security interest in a trademark or service mark application filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such trademark or service mark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1060) (the "Lanham Act")) would render such trademark or service mark (or the application therefore) invalid or unenforceable, then the security interest granted under this Agreement shall not attach to such trademark or service mark application filed on the basis of the Grantor's intent to use such trademark or service mark until such time as (A) an amendment is filed under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed under section 1(d) of the Lanham Act.

3. Grantor covenants with and warrants to Collateral Agent that:

(a) Each of the Trademarks now or hereafter made part of Exhibit A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Grantor authorizes the filing of this Agreement with the United States Patent and Trademark Office and any other applicable filing office of the United States of America (collectively, the "FTO");

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) Grantor is duly authorized and empowered to enter into, execute, deliver and perform this Agreement;

(e) To the best knowledge of Grantor, each of the Trademarks now or hereafter made part of Exhibit A is valid and enforceable; and

(f) Grantor is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademarks now or hereafter made part of Exhibit A, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third Persons, except Permitted Liens or otherwise expressly permitted pursuant to the Credit Agreement).

4. Grantor covenants and agrees with Collateral Agent that:

(a) Grantor will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Collateral Agent's request, provide Collateral Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Grantor;

(b) Grantor will not change the quality of the products associated with the Trademarks without Collateral Agent's prior written consent. Grantor has used and will continue to use for the duration of this Agreement, required statutory notice in connection with its use of the registered Trademarks. Grantor will file affidavits of use with the Canadian Intellectual Property Office, the PTO and any other applicable filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor; provided, however, that Grantor may abandon any Trademark that does not have a material economic value as determined by Grantor in its reasonable business judgment, so long as no Default or Event of Default exists or would result therefrom and Grantor provides Collateral Agent with prompt notice of such abandonment in writing.

5. Until full, final and indefeasible payment of the Grantor Obligations, Grantor shall not enter into any license agreement relating to any of the Trademarks with any Person except as may be expressly permitted by the Credit Agreement.

6. If, before the full, final and indefeasible payment of the Grantor Obligations, Grantor shall obtain rights to any new trademarks, any trademark application or the renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto and Grantor shall give to Collateral Agent prompt notice in writing of applications and registrations filed or acquired by such Grantor and shall deliver an amendment to Exhibit A hereof for filing by the Collateral Agent with the PTO.

7. Until full, final and indefeasible payment of the Grantor Obligations, Grantor irrevocably authorizes and empowers Collateral Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the

definition of Trademarks under paragraph 2 or paragraph 5 hereof and to file such amendment with the PTO.

8. Grantor hereby grants to Collateral Agent, and its employees and agents (and any Secured Party or Secured Parties and their respective employees and agents), the right upon prior notice to Grantor, and subject only to the provisions of the Credit Agreement and to any obligations of confidentiality to which Grantor, its employees and agents are then subject with respect thereto, to visit Grantor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

9. At any time that an Event of Default exists, Collateral Agent shall have, in addition to all other rights and remedies given it by this Agreement, the Credit Agreement and the other Loan Documents, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Collateral Agent may immediately, for the benefit of Secured Parties, without demand of performance and without other notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to Grantor, each of which Grantor hereby expressly waives, and without advertisement (except as otherwise provided by applicable law), collect directly any payments due Grantor in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Trademark Collateral, or any interest which Grantor may have therein. Grantor hereby agrees that fifteen (15) days notice to Grantor of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Collateral Agent may, to the extent permitted by applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Grantor, which right each Grantor hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by the Collateral Agent in enforcing its rights hereunder (including, without limitation, all attorney's fees), Collateral Agent shall apply the remainder of such proceeds to the payment of the Grantor Obligations, in such order or manner as may be authorized or required by the Credit Agreement. If any deficiency shall arise, Grantor and each Guarantor of the Grantor Obligations (to the extent of its Guarantee) shall remain jointly and severally liable therefor.

10. Grantor hereby makes, constitutes and appoints Collateral Agent, and any officer or agent of Collateral Agent as Collateral Agent may select, as Grantor's true and lawful attorney in fact, with full power to do any or all of the following: to endorse Grantor's name on all applications, documents, papers and instruments necessary for Collateral Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being couple with an interest, shall be irrevocable until the full, final and indefeasible payment of the Grantor Obligations.



11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, (including, without limitation, reasonable counsels' fees and legal expenses) incurred by Collateral Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the PTO or in other applicable public offices, the payment or discharge of any taxes, counsel fees, renewal fees or Liens, or otherwise, in protecting, maintaining and preserving any Trademark Collateral or in defending or prosecuting any actions or proceedings arising out of or related to any Trademark Collateral, shall be borne and paid by Grantor (it being the intent of Grantor and Collateral Agent that Grantor shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all maintenance fees payable with respect to the Trademarks) or, if paid by Collateral Agent in its sole discretion, shall be reimbursed by Grantor in accordance with the terms of the Credit Agreement.

12. Grantor shall use its best efforts to detect any material infringements of the Trademarks and shall notify Collateral Agent in writing of such infringements detected. Grantor shall have the duty through counsel reasonably acceptable to Collateral Agent, to take commercially reasonable steps to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Grantor Obligations shall have been paid in full and the Credit Agreement terminated, to make application on unregistered but registrable trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect the Trademarks and, promptly upon Collateral Agent's request, to do any and all acts which are deemed necessary or desirable by Collateral Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Grantor. Except as otherwise provided in paragraph 4(b) hereof, Grantor shall not abandon any right to file a trademark application or any pending trademark application or trademark, without the prior written consent of Collateral Agent.

13. Notwithstanding anything to the contrary contained in paragraph 2 hereof, Collateral Agent shall have the right, at any time upon the occurrence and continuance of an Event of Default, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Trademarks or license hereunder, in either of which events Grantor shall at the request of Collateral Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Collateral Agent in aid of such enforcement or defense and Grantor shall promptly, upon demand, reimburse and indemnify Collateral Agent for all costs and expenses incurred by Collateral Agent in the exercise of its rights under this paragraph 13.

14. If Grantor fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Collateral Agent may discharge such obligations in Grantor's name or in Collateral Agent's name, in Collateral Agent's sole discretion, but at Grantor's expense, and Grantor agrees to reimburse Collateral Agent in full for all expenses, including, without limitation, reasonable counsels' fees, incurred by Collateral Agent in prosecuting, defending or maintaining the Trademarks or Collateral Agent's interest therein pursuant to this Agreement.

15. Neither Collateral Agent nor any other Secured Party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Collateral Agent and then only to the extent therein set forth. A waiver by Collateral Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Collateral Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Collateral Agent or any other Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

16. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

17. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. This Agreement has been executed and delivered by Grantor for the purpose of setting forth certain rights and remedies in respect of the Trademark Collateral and for the purpose of recording the security interest of Collateral Agent in the Trademark Collateral with the PTO, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Collateral Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Collateral Agent therein) shall remain in full force and effect in accordance with their terms.

19. This Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Collateral Agent, the other Secured Parties and Grantor with respect to the matters referred to herein and therein. In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement the terms of the Credit Agreement or the Security Agreement, as applicable, shall control. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Collateral Agent and Grantor, or as provided in paragraph 7 hereof.

21. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including Grantor as debtor-in-possession) and shall, together with the rights and remedies hereunder of Collateral Agent, for the benefit of Collateral Agent and the other Secured Parties, inure to the benefit of Collateral Agent and the other Secured Parties, all future holders of any instrument evidencing any of the Grantor Obligations and their respective successors and assigns. No sales of participations, other sales, assignments,

transfers or other dispositions of any agreement governing or instrument evidencing the Grantor Obligations or any portion thereof or interest therein shall in any manner affect the Liens granted hereunder to Collateral Agent, for the benefit of Collateral Agent and the other Secured Parties. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement except as otherwise expressly permitted under the Credit Agreement.

22. Grantor hereby waives notice of Collateral Agent's acceptance hereof.

23. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE; PROVIDED, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT; PROVIDED, FURTHER, THAT THE AGENTS AND THE SECURED PARTIES SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW OF THE UNITED STATES OF AMERICA.

24. EACH OF THE GRANTOR, THE SECURED PARTIES AND THE COLLATERAL AGENT IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. EACH OF THE GRANTOR, THE SECURED PARTIES AND THE COLLATERAL AGENT AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

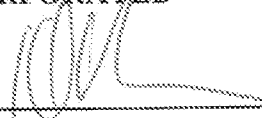
25. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


26. Grantor expressly acknowledges and agrees that the Intercreditor Agreement is solely for the benefit of the parties thereto, and notwithstanding the fact that the exercise of certain of the Collateral Agent's rights under the Loan Documents may be subject to the Intercreditor Agreement, no action taken or not taken by the Collateral Agent or any Secured Party in accordance with the terms of the Intercreditor Agreement shall constitute, or be deemed to constitute, a waiver by the Collateral Agent or any Secured Party of any rights they have with respect to Grantor under any Loan Document and except as specified herein, nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement and the other Loan Documents, which, as among the Grantor, the Collateral Agent and the Secured Parties shall remain in full force and effect.

*[Remainder of page intentionally left blank; signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

**HIGH LINER FOODS (USA),  
INCORPORATED**

By:   
Name: K.L. Nelson  
Title: Treasurer

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

Accepted:

**CIT BUSINESS CREDIT CANADA INC.,  
as Collateral Agent**

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

**HIGH LINER FOODS (USA),  
INCORPORATED**

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

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

Accepted:

**CIT BUSINESS CREDIT CANADA INC.,  
as Collateral Agent**

By: \_\_\_\_\_  
Name: *Nick Evans*  
Title: *VP & Deputy*

By: \_\_\_\_\_  
Name: *Geoffrey Hiscock*  
Title: *Vice President*

EXHIBIT A

Trademarks

Registered Trademarks in the name of High Liner Foods (USA), Incorporated					
Ref No	Trademark Name	Registration Application No.	Status	Owner/Country of Incorporation	Comments
1.	FISHERBOY A GREAT CATCH! [logo]	3229631	Registered	US Borrower/Delaware	
2.	SOLO SELECTS	3346142	Registered	US Borrower/Delaware	
3.	CAFÉ APPETTITA	78733411	Opposition period completed, a Notice of Allowance has been issued and a request for time extension granted	US Borrower/Delaware	
4.	CAFÉ APPETTITA	3337474	Registered	US Borrower/Delaware	
5.	CAPTAIN'S CUT	3158459	Registered	US Borrower/Delaware	
6.	SEAFOOD IS SMART FOOD	3158458	Registered	US Borrower/Delaware	
7.	3 IN 1 SEAFOOD	3028977	Registered	US Borrower/Delaware	
8.	FUN BUCKET 3 IN 1 FAMILY	3065518	Registered	US Borrower/Delaware	
9.	FUN BUCKET FUN BUCKET	3028975	Registered	US Borrower/Delaware	
10.	[logo only - boy fishing silhouette in black]	2406956	Registered	US Borrower/Delaware	Not in use
11.	FISHERBOY A GREAT CATCH [Logo has ' after word 'catch' but list does not have this ' and logo has silhouette of boy fishing]	2317273	Section 8 and 15 Affidavits have been accepted and acknowledged	US Borrower/Delaware	Not in use
12.	BOOTH [logo]	1738498	This registration has been renewed	US Borrower/Delaware	

13.	SEA FRESH	1390977	This registration has been renewed	US Borrower/Delaware	
14.	[logo outline of fish only] BOOTH	902704 568144	This registration has been renewed	US Borrower/Delaware	Not in use
15.	40 FATHOMS	854740	This registration has been renewed	US Borrower/Delaware	
16.	[logo with seahorse on w background w curled tail] SEAFRESH	674357	This registration has been renewed	US Borrower/Delaware	

### Intellectual Property Acquired Pursuant to FPI Purchase Agreement

#### Notes:

1. "3" under the "Status" column indicates that the status of the trade-mark is "registered"; however, these trade-marks were not in use at the time of purchase under the FPI Purchase Agreement.
2. "4" under the "Status" column indicates that there is an expiry date which occurs between August 1, 2007 and December 2007. Note: These trade-marks were not in use at the time of purchase under the FPI Purchase Agreement.
3. "5" under the "Status" column indicates that an application for registration was pending at the time of purchase under the FPI Purchase Agreement.
4. "6" under the "Status" column indicates that the trade-mark was being used, however, no application had been filed at the time of purchase under the FPI Purchase Agreement.

#### TRADE-MARKS

NOTE: "FPIL" means Fishery Products International Limited, "FPI" means Fishery Products International, Inc. and "Mirabel" means Mirabel Fisheries Ltd., a wholly-owned subsidiary of FPIL. All trademarks owned by FPIL will be assigned to the Canadian Borrower under the FPI Purchase Agreement, all trademarks owned by FPI will be assigned to the US Borrower pursuant to the merger and all trademarks owned by Mirabel will be assigned to the Canadian Borrower pursuant to the FPI Purchase Agreement.

TRADE-MARK	Owner	Country	Registration No.	Expiry	Status
AQUARIUS	FPIL	USA	1,479,801	8-Mar-2008	Registered
BAKE R' BROIL	FPIL	USA	1,217,128	16-Nov-2012	Registered
BATTERCRISP	FPIL	USA	1,724,023	13-Oct-2012	Registered
BATTERCRISP	FPI / FPIL	USA	843,768	6-Feb-2008	Renewal filed
BLAZIN' BUFFALO	FPIL	USA	2,016,319	12-Nov-2016	Registered



SHRIMP					
BLAZIN' REDFISH	FPIL	USA	1,687,266	12-May-2012	Registered
BOSTON BATTER	FPIL	USA	1,986,387	9-Jul-2016	Registered
BREADED NATURALS	FPIL	USA	78/538,929	TEAS Statement of use filed 06- 24-07	Pending 5
C LOGO	FPIL	USA	1,701,963	21-Jul-2012	Registered Not in use 3
CAPTAIN LONGBOAT	FPIL	USA	1,452,347	11-Aug-2017	Registered
CARIBOU	FPIL	USA	564,574	30-Sep-2012	Registered
CATCH O' THE DAY	FPIL	USA	1,245,917	19-Jul-2013	Registered Not in use 3
CATCH O' THE DAY & Design	FPIL	USA	1,959,672	5-Mar-2016	Registered Not in use 3
CLOUSTON	FPIL	USA	1,697,808	30-Jun-2012	Registered Not in use 3
COASTAL CLASSICS	FPIL	USA	78/441,199	TEAS Statement of use filed 06- 24-07	Pending 5
COUNTRY CORNMEAL	FPI	USA	2,270,859	17-Aug-2009	Registered
FISHERY PRODUCTS INTERNATIONAL	FPIL	USA	1,566,630	14-Nov-2009	Registered
FISHERY PRODUCTS INTERNATIONAL	FPIL	USA	2,242,331	4-May-2009	Registered
FPI	FPIL	USA	1,486,275	26-Apr-2008	Registered - Renewal filed
FPI & Design	FPIL	USA	1,486,275	26-Apr-2008	Registered - Renewal filed
FROM THE ICY COLD WATERS OF NEWFOUNDLAND	FPIL	USA	2,358,781	13-June-2010	Registered 8 (only)
FUNFISH	FPIL	USA	1,580,301	30-Jan-2010	Registered
GRILLED 'N GLAZED	FPIL	USA	Application	Filed on June 11-2007	PENDING 5
HEALTHYBAKE	FPIL	USA	1,918,187	12-Sept-2015	Registered
I.Q.F.	FPI	USA	692,915	9-Feb-2010	Registered Not in use 3 8 (only)
MANDARIN	FPIL	USA	2,637,783	15-Oct-2012	Registered
MARITIMER	FPIL	USA	976,458	8-Jan-2014	Registered
MIRABEL	FPIL	USA	1,121,090	26-Jun-2009	Registered
MIRABELLA	Mirabel	USA	1,486,577	26-Apr-2008	A Section 8 affidavit has been accepted 3
OCEAN MAID	FPIL	USA	2967136	12-Ju-2015	Registered

OVENCRUNCH	FPIL	USA	2,198,669	20-Oct-2008	Registered
OVENCRUNCH	FPIL	USA	1,557,039	19-Sep-2009	Registered
PAN SEAR SELECTS	FPIL	USA	-	Filed Feb 6-2006	Pending 5
RACK O' SHRIMP	FPI	USA	78/244,340	Allowed for registration Jul 24-2007	Pending USTPO indicates accepted for registration - not yet registered 5
SALMON ELITES	FPIL	USA	2979033	26-Jul-2015	Registered Not in use 3
SCRIBBLES	FPIL	USA	2,148,360	31-Mar-2008	Registered
SEA CUISINE Logo	FPIL	USA	3186705	19-Dec-2016	Registered
SEAFOOD ELITES	FPI	USA	1,422,097	23-Dec-2016	Registered
SEA NUGGETS	FPIL	USA	1,348,343	9-Jul-2015	Registered
SEA PORTIONS	FPIL	USA	78/538,933	TEAS Statement of use filed June 24 2007	Pending 5
SEA STRIPS	FPIL	USA	1,554,896	5-Sep-2009	Registered
SEA WONDERS	FPIL	USA	1,719,556	22-Sept-2012	Registered
SHORE GRILLED	FPIL	USA	1,501,490	23-Aug-2008	Registered Not in use 3
SHORE STYLE	FPIL	USA	320,4651	30-Jan-2017	Registered Not in use 3
SHRIMP MATES	FPIL	USA	1,050,186	12-Oct-2016	Registered
SIMPLE SERVE	FPIL	USA	1,831,475	19-Apr-2014	Registered
SIMPLE SERV COD FILLETS	FPIL	USA	1,649,611	2-Jul-2011	Registered
(FPD) SNOW PEARL	FPIL	USA	2,095,689	8-Sep-2007	Registered 4 Not in use 3
TIKI ISLAND SHRIMP	FPIL	USA	78/430,035	28-Mar-2016	Registered
UPPERCRUST	FPIL	USA	-	Filed Oct 20 2006	Pending 5
UPPERCRUST	FPIL	USA	78/338,379	2-Aug-2015	Registered
WE CATCH CUSTOMERS FOR YOU	FPIL	USA	2,863,697	13-Jul-2014	Registered

EXHIBIT B

CERTIFICATE

The undersigned officer of **HIGH LINER FOODS (USA), INCORPORATED** ("Grantor"), DOES HEREBY CERTIFY to **CIT BUSINESS CREDIT CANADA INC.** ("Collateral Agent") as collateral agent for certain parties from time to time party to the Credit Agreement among Collateral Agent, Royal Bank of Canada, as administrative agent, the various financial institutions parties thereto from time to time as lenders, the Grantor and High Liner Foods Incorporated, as Canadian Borrower, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated December 20, 2007, among Grantor and Collateral Agent (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Grantor, this \_\_\_ day of December, 2007.

**HIGH LINER FOODS (USA),  
INCORPORATED**

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

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

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