

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DNB NOR BANK ASA		06/25/2010	CORPORATION: NORWAY

**RECEIVING PARTY DATA**

<b>Name:</b>	Marine Harvest USA, LLC (f/k/a Fjord Seafood USA, LLC)
<b>Street Address:</b>	8550 N.W. 17th Street, Suite 105
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33126
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	77009244	WHITE WATER RIVER
Registration Number:	1974491	ROYAL FIORD FINEST OAK SMOKED SALMON
Registration Number:	2163736	THE ONLY WAY TO GET IT FRESHER IS TO CATCH IT YOURSELF
Registration Number:	2162122	SUPREME DU SAUMON LE MARQUIS
Registration Number:	2165902	ROYAL FIORD
Registration Number:	2207350	AYSEN
Registration Number:	3047460	PREMIUM QUALITY SALMON MIGNON
Registration Number:	2965811	FRESH DAILY CUTS
Registration Number:	2876953	ROYAL FJORD
Registration Number:	3628785	SALMOMIGNON
Registration Number:	3628786	SALMIGNON
Registration Number:	3490240	ECOSMOLT

**CORRESPONDENCE DATA**

**900167037**

**TRADEMARK  
 REEL: 004242 FRAME: 0835**

**CH \$315.00 77009244**

Fax Number: (207)791-1350  
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Correspondent Name: William L. Worden, Esq.  
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ATTORNEY DOCKET NUMBER:	25858-4502 WLW
NAME OF SUBMITTER:	William L. Worden
Signature:	/William L. Worden/
Date:	07/15/2010

Total Attachments: 9  
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## U.S. TERMINATION AND RELEASE AGREEMENT

This U.S. Termination and Release Agreement, dated and made effective as of June 25, 2010 (this "Agreement"), is among Marine Harvest USA Holding, LLC, a Maine limited liability company ("MH Holding"), Marine Harvest USA, LLC, a Florida limited liability company ("MH USA"), and DnB NOR Bank ASA, for itself and each of the Secured Parties (the "Security Agent").

### Witnesseth:

WHEREAS, each of MH Holding and MH USA, respectively, are directly or indirectly owned by the Borrower Parent (defined in the next following sentence). The Borrower Parent was a party to that certain Facility Agreement dated as of March 24, 2006, as amended and restated pursuant to an Amendment and Restatement Agreement dated December 15, 2006, as amended, supplemented or modified from time to time (the "Original Facility Agreement"), with among others, Marine Harvest ASA (the "Borrower Parent"), the Original Borrowers, the Original Guarantors, the Arranger, the Bookrunner, the Original Lenders, the Agent and the Security Agent (each as defined therein) pursuant to which the Original Lenders agreed to make available to the Borrowers (as defined therein) certain term and revolving loan facilities in the maximum aggregate amount of up to €1,100,000,000 (the "Original Loan").

WHEREAS, further, it was a condition precedent to granting the Original Loan that each of Fjord Seafood USA Holding, LLC (n/k/a Marine Harvest USA Holding, LLC) and of Fjord Seafood USA, LLC (n/k/a Marine Harvest USA, LLC)(together, the "Relevant US Subsidiaries") provide certain security interests in favor of the Security Agent.

WHEREAS, each of the Relevant US Subsidiaries provided certain security interests in favor of the Security Agent pursuant to each of the U.S. Security Documents (as defined below).

WHEREAS, as of the date of this Agreement, the Facility Agreement has been terminated and a new facility agreement has been entered into dated May 4, 2010 ("Facility Agreement") among, inter alia, the Parent Borrower, the Arranger, the Bookrunner, the Original Lenders, the Agent and the Security Agent (each as defined therein) pursuant to which the Original Lenders have agreed to make available to the Borrowers (as defined therein) certain term and revolving loan facilities in the maximum aggregate amount of up to €775,000,000, and the parties hereto hereby wish to terminate and release the Secured Interests created under the U.S. Security Documents (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement hereby agree as follows.

Section 1. Definitions. Capitalized terms used herein without definition shall have the meaning ascribed thereto in this Section 1 and if not so described herein shall have the meanings ascribed thereto in the Facility Agreement.

"U.S. Security Documents" shall mean each of the documents listed on Schedule 1 of this Agreement, and each of the related documents which perfect the security interests created by the U.S. Security Documents in favor of the Security Agent.

"Secured Interests" shall mean the security interests created in favor of the Security Agent under each of the U.S. Security Documents in accordance with the terms thereof.

Section 2. Termination and Release of Security. Effective as of the date of this Agreement, each of the U.S. Security Documents are terminated and are of no further force and effect.

Section 3. Release of Liens and Indemnity. The Security Agent hereby confirms that, contemporaneously with termination of the U.S. Security Documents as contemplated pursuant to paragraph 2 of this Agreement, and except as otherwise provided in this Agreement, all of the Secured Interests created thereby, are hereby released without further act or requirement, and terminated as of the date of this Agreement.

Section 4. Share Certificates. (a) The Security Agent hereby confirms that it has possession and control of the following share certificates relating to MH Holding and MH USA respectively (collectively the "U.S. Share Certificates");

(i) Certificate No. 3 dated December 31, 2007, evidencing Marine Harvest Holding AS's ownership of 1,000 Membership Units of MH Holding; and

(ii) Certificate No. 3 dated December 31, 2007, evidencing MH Holding's ownership of 100% of the Membership Interests of MH USA.

(ii) Under the terms of the Facility Agreement, the Parent Borrower, *inter alia*, shall procure that the membership interests in each of the Relevant U.S. Subsidiaries are pledged in favor of the Security Agent in accordance with (x) that certain Interest Pledge Agreement dated June 25, 2010 (the "Holding Pledge") by Marine Harvest Holding AS, as pledgor in favor of the Security Agent relating to all of the membership interests in MH Holding, and (y) that certain Interest Pledge Agreement dated June 25, 2010 (the "LLC Pledge") by MH Holding, as pledgor in favor of the Security Agent relating to all of the membership interests in MH USA. The parties to this Agreement hereby agree that the Security Agent shall continue to retain possession and control of the U.S. Share Certificates so that the Security Agent has a valid and perfected security interest in the membership interests created under each of the Holding Pledge and the LLC Pledge described in Section 3(b)(ii)(x) and (y) of this Agreement.

Section 5. Representations and Warranties of each of MH Holding and MH USA. Each of MH Holding and MH USA, jointly and severally, represents, warrants and covenants to and with the Security Agent that:

(a) it is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Maine (in the case of Holding LLC) or Florida (in the case of MH LLC), has full power and authority to own its property, and is qualified to do business in every jurisdiction where such qualification is required except where the failure to be so qualified would not have a material adverse effect on its ability to conduct its business;

(b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary limited liability company action of each of them, and does not require any member or management committee approval or consent of any trustee or holders of any indebtedness or obligations of each of them except such as has been duly obtained;

(d) this Agreement constitutes the legal, valid and binding obligations of each of them enforceable against each of them in accordance with its terms; and

(e) there are no pending or threatened actions or proceedings before or by any court or administrative agency which might, to the best of their knowledge, materially adversely affect the financial condition, business or operations of each of them or their respective abilities to perform their respective obligations under this Agreement or the applicable U.S. Security Documents to which each is a party;

Section 5. Further Assurances. Each of MH Holding and MH USA hereby agrees that, subject to the terms and conditions of this Agreement, each will from time to time, at the reasonable request of the Security Agent, promptly do all such things and execute, acknowledge, deliver, file and register all such documents, instruments, agreements, certificates, consents and assurances as the Security Agent may reasonably consider necessary or desirable in order to give full effect to this Agreement or to perfect the release intended to be effected by this Agreement, including but not limited to filing (a) a UCC-3 termination statement with the Secretary of the State of Florida with respect to the UCC-1 financing statement identified in Schedule II -A hereto and any other UCC filings made with respect to the Security Interests created in favor of Security Agent by MH USA under the relevant U.S. Security Documents, (b) a UCC-3 termination statement with the Secretary of the State of Maine with respect to the UCC-1 financing statement identified in Schedule II -B hereto and any other UCC filings made with respect to the Security Interests created in favor of Security Agent by MH Holding under the relevant U.S. Security Documents, and (c) termination of the filing made with the U.S. Patent and Trade Mark Office identified in Schedule II -C hereto and any other U.S. Patent and Trade Mark Office filings made with respect to the Security Interests created in favor of the Security Agent of the trademarks owned by MH USA. The Security Agent hereby authorizes each of MH Holding and MH USA to take the actions set forth in the preceding sentence and agrees to execute such instruments effecting the forgoing as are reasonably presented by either to the Security Agent.

Section 6. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

Section 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW RULES THEREOF.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

MARINE HARVEST USA HOLDING, LLC, as an Additional Guarantor

By: Esper H. Refslv  
Name: ESPEN H. REFSLV  
Title: ATTORNEY-IN-FACT

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

MARINE HARVEST USA, LLC, as an Additional Guarantor

By: Esper H. Refslv  
Name: ESPEN-H. REFSLV  
Title: ATTORNEY-IN-FACT

DNB NOR BANK ASA, as Security Agent

By: Jay Peter Lindgren  
Name: JAY PETER LINDGREN  
Title: ATTORNEY-IN-FACT

**SCHEDULE 1**

1. that certain Membership Interest Pledge and Security Agreement dated December 28, 2006, between Fjord Seafood AS (n/k/a Marine Harvest Holding AS) and the Security Agent relating to the Membership Interest in Fjord Seafood USA Holding, LLC (n/k/a Marine Harvest USA Holding, LLC) pledged in favor of the Security Agent;

2. that certain Security Agreement dated March 15, 2007, between Marine Harvest US Inc., and the Security Agent;

3. that certain Security Agreement dated May 25, 2007 between Fjord Seafood USA Holding, LLC (n/k/a Marine Harvest USA Holding, LLC) and the Security Agent;

4. that certain Security Agreement dated May 25, 2007 between Fjord Seafood USA, LLC (n/k/a Marine Harvest USA, LLC) and the Security Agent;

5. that certain Interest Pledge Agreement dated May 25, 2007 between Fjord Seafood USA Holding, LLC (n/k/a Marine Harvest USA Holding, LLC) and the Security Agent, relating to its Membership Interest in Fjord Seafood USA, LLC (n/k/a Marine Harvest USA, LLC) pledged in favor of the Security Agent; and

6. Assignment Agreement dated March 15, 2007 between Marine Harvest International B.V. ("BV"), and the Security Agent, relating to the intercompany loan between BV and Marine Harvest USA Inc., as debtor.

[999930207.2]



Schedule II

A. Florida Secretary of State

UCC-1 financing statement filed on May 25, 2007 (File No. 200705639558), as amended by UCC-3 amendment filed on January 14, 2008 (File No. 200807421039).

B. Maine Secretary of State

UCC-1 financing statement filed on May 25, 2007, at 2:06 p.m. (File No. 2070001861513-44), as amended by UCC-3 amendment filed on January 2, 2008, at 12:15 p.m. (File No. 2080001897677-75).

C. United States Patent and Trademark Office

Releasing the security interest granted pursuant to a Security Agreement recorded in the United States Patent and Trademark Office on May 25, 2007 at Reel 3549, Frame 0878, naming DNB NOR BANK ASA as Secured Party and Marine Harvest USA, LLC (f/k/a Fjord Seafood USA LLC) as Debtor, covering the following:

<i>Trademark</i>	<i>Registration Number</i>
ROYAL FIORD FINEST OAK SMOKED SALMON	1,974,491
THE ONLY WAY TO GET IT FRESHER IS TO CATCH IT YOURSELF	2,163,736
ROYAL FIORD	2,165,902
AYSEN	2,207,350
PREMIUM QUALITY SALMON MIGNON	3,047,460
FRESH DAILY CUTS	2,965,811
ROYAL FJORD	2,876,953
SALMOMIGNON	3,628,785
SALMIGNON	3,628,786
ECOSMOLT	3,490,240

[W0300997.2]

Trademark

Application Number

SUPREME DU SAUMON LE MARQUIS

2,162,122

WHITE WATER RIVER

77/009,244

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