

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interests in Patents and Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Seafoods Group LLC		03/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 North Tryon Street		
Internal Address:	NC-001-15-04		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85061980	THE VALUE IS IN THE FRESHNESS	
Serial Number:	85124700	CAJUN BLACKENED SIMPLY GOOD SEAFOOD	
Serial Number:	85212770	BLACKENED AUTHENTIC SIMPLY GOOD SEAFOOD	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(704) 350-7738		
Email:	bsmith@winston.com		
Correspondent Name:	Betty G. Smith		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	003165.07020		

CH \$90.00 85061980

900188049

**TRADEMARK
 REEL: 004512 FRAME: 0614**

NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	03/31/2011
Total Attachments: 5 source=American Seafoods Group LLC- Assignment of Security Interests in Patents and Trademarks_00#page1.tif source=American Seafoods Group LLC- Assignment of Security Interests in Patents and Trademarks_00#page2.tif source=American Seafoods Group LLC- Assignment of Security Interests in Patents and Trademarks_00#page3.tif source=American Seafoods Group LLC- Assignment of Security Interests in Patents and Trademarks_00#page4.tif source=American Seafoods Group LLC- Assignment of Security Interests in Patents and Trademarks_00#page5.tif	

ASSIGNMENT OF SECURITY INTERESTS
IN PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AMERICAN SEAFOODS GROUP LLC, a Delaware limited liability company (the "Assignor"), having its chief executive office at Market Place Tower, 2025 First Avenue, Suite 900, Seattle, WA 98121, hereby assigns and grants to Bank of America, N.A., as Collateral Agent, (the "Assignee"), with offices at NC-001-15-04, 101 North Tryon Street, Charlotte, NC 28255, a security interest in all of the Assignor'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 "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent License;

(iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT is granted in conjunction with the security interest granted to the Assignee pursuant to the Third Amended and Restated Security Agreement among the Assignor, the Assignee and certain other parties dated as of May 7, 2010, as amended, supplemented or modified from time to time (the "Security Agreement"). The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

18th day of March, 2011. IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the

AMERICAN SEAFOODS GROUP LLC, as Assignor

By: [Signature]
Name: Brad Bodenman
Title: Chief Financial officer

BANK OF AMERICA, N.A., as Collateral Agent, as Assignee

By: _____
Name:
Title:

STATE OF Washington
County OF KING

The foregoing instrument was acknowledged before me this 10th day of March, 2011 by Brad Bodenman as Chief Financial officer of American Seafoods Group LLC, a Delaware limited liability company, on behalf of American Seafoods Group LLC.

My commission expires: 12.10.11

Notarial Seal



[Signature]
Notary Public

18th day of March, 2011. IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the

AMERICAN SEAFOODS GROUP LLC, as Assignor

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Collateral Agent, as Assignee

By: Liliana Clear
Name:
Title: Liliana Clear
Vice President

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this ____ day of March, 2011 by _____ as _____ of American Seafoods Group LLC, a Delaware limited liability company, on behalf of American Seafoods Group LLC.

My commission expires:

Notarial Seal

Notary Public

SCHEDULE A
TO
PATENT AND TRADEMARK ASSIGNMENT

PATENTS AND PATENT APPLICATIONS

None.

**SCHEDULE B
TO
PATENT AND TRADEMARK ASSIGNMENT**

TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER	REGISTRATION
THE VALUE IS IN THE FRESHNESS (BLOCK)	85/061980	Allowed
CAJUN BLACKENED SIMPLY GOOD SEAFOOD (Design plus character(s))	85/124700	Pending
BLACKENED AUTHENTIC SIMPLY GOOD SEAFOOD & DESIGN (Design plus character(s))	85/212770	Pending

TRADEMARK LICENSES

None