

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
NorQuest Seafoods, Inc.		06/17/2011	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	999 Third Avenue, 12th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	94104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75369354	ALASKA SMOKEHOUSE	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3581964		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		
Date:	06/17/2011		

CH 75369354 \$40.00

900194623

TRADEMARK
 REEL: 004564 FRAME: 0095

Total Attachments: 5

source=3020133#page1.tif

source=3020133#page2.tif

source=3020133#page3.tif

source=3020133#page4.tif

source=3020133#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 17, 2011 is made by NORQUEST SEAFOODS, INC., a Washington corporation (the "*Grantor*"), in favor of and for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION ("*Wells Fargo Bank*"), as Collateral Agent (together with any successor appointed pursuant to Section 8(h) of the Intercreditor Agreement described below, the "*Collateral Agent*") for the benefit of the Benefited Parties (as defined in such Intercreditor Agreement) (together with the Collateral Agent, collectively, "*Secured Parties*").

PRELIMINARY STATEMENTS:

A. Trident Seafoods Corporation, a Washington corporation ("*Borrower*"), the lenders party thereto (the "*Existing Lenders*"), and Bank of America, N.A., a national banking association, as administrative agent for the Existing Lenders (the "*Existing Agent*"), entered into that certain Second Amended and Restated Credit Agreement dated as of September 21, 2006. As of the date hereof, the Borrower, the lenders party thereto (the "*Lenders*") and Wells Fargo Bank, as administrative agent for the Lenders, are entering into that certain Third Amended and Restated Credit Agreement (as amended, restated or otherwise modified from time to time, the "*Credit Agreement*") to, among other things, substitute Wells Fargo Bank as administrative agent for the Lenders.

B. The Borrower entered into that certain Note Agreement dated as of March 1, 2002 (as amended, restated or otherwise modified from time to time, the "*2002 Note Agreement*") and that certain Master Note Purchase Agreement dated as of September 21, 2006 (as amended, restated or otherwise modified from time to time, the "*2006 Note Agreement*", and together with the 2002 Note Agreement, the "*Note Agreements*"), in each case with the purchasers party thereto, pursuant to which the Borrower has issued multiple series of senior secured notes and may issue additional senior secured notes (the holders thereof from time to time, the "*Noteholders*").

C. Bank of America, N.A., as the Existing Agent, and the Noteholders entered into that certain Second Amended and Restated Intercreditor Agreement dated as of September 21, 2006, pursuant to which the Existing Agent was appointed to act as collateral agent on behalf of the holders from time to time of the Benefited Obligations (as defined therein). As of the date hereof, the parties thereto are entering into that certain Third Amended and Restated Intercreditor Agreement (as amended, restated or otherwise modified from time to time, the "*Intercreditor Agreement*") to reflect the appointment of Wells Fargo Bank as the Collateral Agent to administer the Collateral Documents (as defined therein).

D. The Grantor, certain affiliates of the Grantor (the "*Other Granting Parties*") and the Existing Agent entered into that certain Second Amended and Restated Security Agreement dated as of September 21, 2006 (as amended, restated or otherwise modified to the date hereof, the "*Existing Security Agreement*") under which the Grantor and the Other Granting Parties granted a security interest in substantially all of their personal property to the Collateral Agent for the benefit of the Secured Parties described therein. As of the date hereof, the parties thereto

are entering into that certain Third Amended and Restated Security Agreement (as amended, restated or otherwise modified from time to time, the "*Security Agreement*") to reflect the appointment of Wells Fargo Bank as the Collateral Agent.

E. In consideration of the premises and to evidence further the security interest granted by the Grantor pursuant to the Security Agreement, the Grantor hereby agrees as follows:

Section 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Collateral Agent for its benefit and the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent for its benefit and the ratable benefit of the Secured Parties a first priority security interest in, all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all of the Grantor's past, present and future: trade secrets and other proprietary information; trademarks, service marks, business names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto or symbolized thereby and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (the "*Trademark Collateral*"), including, without limitation, those referred to on Schedule 1 hereto.

Section 3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto 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 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Copyright Collateral are governed by the laws of a jurisdiction other than the State of New York.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORQUEST SEAFOODS, INC., a Washington
corporation

By: [Signature]
Name: Tom Moore
Title: CEO

Address:

NorQuest Seafoods, Inc.
5303 Shilshole Avenue, N.W.
Seattle, WA 98107
Attention: Tom Moore, Chief Financial Officer
Telephone: (206) 297-6423
Telecopier: (206) 297-5761

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

Address:

Wells Fargo Bank, National Association
999 Third Avenue, 12th Floor
Seattle, Washington 94104
Attention: Tim Antilla, Vice President
Telephone: (206) 292-3152
Telecopier: (206) 343-6626

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORQUEST SEAFOODS, INC., a Washington
corporation

By: _____
Name: _____
Title: _____

Address:

NorQuest Seafoods, Inc.
5303 Shilshole Avenue, N.W.
Seattle, WA 98107
Attention: Tom Moore, Chief Financial Officer
Telephone: (206) 297-6423
Telecopier: (206) 297-5761

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Sharon Ferris
Name: Sharon Ferris
Title: Vice President

Address:

Wells Fargo Bank, National Association
999 Third Avenue, 12th Floor
Seattle, Washington 94104
Attention: Tim Antilla, Vice President
Telephone: (206) 292-3152
Telecopier: (206) 343-6626

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Owner	Reg. No.	Reg. Date
Alaska Smokehouse	NorQuest Seafoods, Inc.	75369354	10/07/1997