

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
High Liner Foods Incorporated		12/19/2011	CORPORATION: NOVA SCOTIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	0976458	"MARITIMER"	
Registration Number:	1217128	BAKE 'R BROIL	
Registration Number:	0843768	BATTERCRISP	
Registration Number:	1724023	BATTERCRISP	
Registration Number:	2016319	BLAZIN' BUFFALO SHRIMP	
Registration Number:	1687266	BLAZIN' REDFISH	
Registration Number:	1986387	BOSTON BATTER	
Registration Number:	3330792	BREADED NATURALS	
Registration Number:	1701963		
Registration Number:	3337474	CAFÉ APPETITA	
Registration Number:	3691973	CAPTAIN HIGH LINER	
Registration Number:	3635730	CAPTAIN HIGH LINER	
Registration Number:	1452347	CAPTAIN LONGBOAT	
Registration Number:	3438351	CAPTAIN'S CLASSICS	

TRADEMARK

Registration Number:	0564574	CARIBOU
Registration Number:	1245917	CATCH OF THE DAY
Registration Number:	1959672	CATCH OF THE DAY
Registration Number:	1697808	CLOUSTON
Registration Number:	3325698	COASTAL CLASSICS
Registration Number:	2242331	FISHERY PRODUCTS INTERNATIONAL
Registration Number:	2358781	FROM THE ICY COLD WATERS OF NEWFOUNDLAND
Registration Number:	1580301	FUN FISH
Registration Number:	1918187	HEALTHYBAKE
Registration Number:	0722334	HIGH LINER
Registration Number:	3135355	HIGH LINER
Registration Number:	4039819	HIGH LINER FISHER BOY WE BRING THE FUN TO FISH
Registration Number:	2637783	MANDARIN
Registration Number:	1121090	MIRABEL
Registration Number:	2967136	OCEAN MAID
Registration Number:	1557039	OVENCRUNCH
Registration Number:	3327258	PAN-SEAR SELECTS
Registration Number:	3506989	QUICKSTEAM
Registration Number:	3434342	QWIK STIX
Registration Number:	4051600	R.E.S P.E.C.T. OUR PLANET, OUR PROMISE
Registration Number:	3308055	RACK O' SHRIMP
Registration Number:	2148360	SCRIBBLES
Registration Number:	3876792	SEA CUISINE
Registration Number:	3186705	SEA CUISINE
Registration Number:	1348343	SEA NUGGETS
Registration Number:	3330793	SEA PORTIONS
Registration Number:	1554896	SEA STRIPS
Registration Number:	1719556	SEA WONDERS
Registration Number:	1422097	SEAFOOD ELITES
Registration Number:	3204651	SHORE STYLE
Registration Number:	1831475	SIMPLE SERV
Registration Number:	3074592	TIKI ISLAND SHRIMP
Registration Number:	2982133	UPPERCRUST
Registration Number:	4036347	WE BRING THE FUN TO FISH
Registration Number:	2863697	WE CATCH CUSTOMERS FOR YOU.

**TRADEMARK**

**REEL: 004716 FRAME: 0010**

Fax Number: (212)656-1342  
Phone: 212-318-6493  
Email: david.adams@thomsonreuters.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Robin Riley  
Address Line 1: 75 East 55th Street  
Address Line 2: Paul Hastings LLP  
Address Line 4: New York, NEW YORK 10022

**DOMESTIC REPRESENTATIVE**

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

NAME OF SUBMITTER:	Robin Riley
--------------------	-------------

Signature:	/david adams TR/
------------	------------------

Date:	02/13/2012
-------	------------

**Total Attachments: 24**

source=Trademark Security Agreement re Canadian Borrower with executed cover page#page1.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page2.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page3.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page4.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page5.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page6.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page7.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page8.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page9.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page10.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page11.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page12.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page13.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page14.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page15.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page16.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page17.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page18.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page19.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page20.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page21.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page22.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page23.tif  
source=Trademark Security Agreement re Canadian Borrower with executed cover page#page24.tif

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

High Liner Foods Incorporated

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Province of Nova Scotia, Canada  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) December 19, 2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: Royal Bank of Canada, as Collateral Agent

Internal

Address: 20 King Street West, 4th Floor

Street Address: \_\_\_\_\_

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship Canadian  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

**A. Trademark Application No.(s)**

See attached Exhibit A.

**B. Trademark Registration No.(s)**

See attached Exhibit A.

Additional sheet(s) attached? ☒ Yes ☐ No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Robin Riley

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

**6. Total number of applications and registrations involved:**

49

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Robin Riley  
Signature

Robin Riley

Name of Person Signing

February 3, 2012

Date

Total number of pages including cover sheet, attachments, and document:

24

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK  
REEL: 004716 FRAME: 0012**

**TRADE-MARK SECURITY AGREEMENT**  
(Canadian Borrower)

This **TRADE-MARK SECURITY AGREEMENT** (this "Agreement") is made on December 19, 2011, among **HIGH LINER FOODS INCORPORATED**, a Nova Scotia company located at 100 Battery Point Road, Lunenburg, Nova Scotia, B0J 2C0 (hereafter referred to as "Grantor"), and **ROYAL BANK OF CANADA**, herein acting (i) for its own benefit as Lender and as Administrative Agent and Collateral Agent for the other present and future Secured Parties (as such term is defined below) (together with its successors in such capacity, "Agent").

**Recitals:**

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Second Amended and Restated Credit Agreement") by and among, amongst others, High Liner Foods Incorporated, as Canadian Borrower, High Liner Foods (USA), Incorporated and Icelandic USA, Inc., as U.S. Borrowers, the Lenders, the Agent and JPMorgan Chase Bank, N.A., Toronto Branch, as Syndication Agent, the Lenders have agreed to amend and restate the Existing Credit Agreement pursuant to which certain credit facilities were made available to 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 Second Amended and Restated Credit Agreement, Grantor has executed and delivered to Agent, for itself and the ratable benefit of Secured Parties, a certain Security Agreement in which Grantor has granted a continuing security interest in and lien upon substantially all of its personal property, which Security Agreement is governed by the laws of Nova Scotia, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and has also agreed to grant a continuing security interest in and lien upon and right of set-off against the Trade-mark Collateral (as hereinafter defined) to Agent, for the benefit of the Secured Parties, to secure the payment and performance of all of the Grantor's Obligations (as hereinafter defined).

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 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 Second Amended and Restated Credit Agreement. Capitalized terms used herein and defined in the PPSA shall have the same meanings as in the PPSA unless the context otherwise requires. 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 Second Amended and Restated Credit Agreement, as lenders; and "Lender" means any one of them; and

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

2. As security for the prompt payment and performance of the Obligations of the Grantor, which shall include, for greater certainty, but without limitation, the Guaranteed Obligations owing by the Grantor (collectively, the "Grantor Obligations"), Grantor hereby grants to 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 "Trade-mark Collateral");

(a) all trade-marks, trade-mark registrations, trade names and trade-mark applications of Grantor, including, without limitation, the trade-marks and applications 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 (all of the foregoing trade-marks, trade-mark registrations, trade names and applications being herein collectively referred to as the "Trade-marks");

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

(c) all proceeds of the foregoing.

To the extent that the granting of a security interest in a trade-mark or service mark application filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such trade-mark or service mark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1060) (the "Lanham Act")) would render such trade-mark or service mark (or the application therefore) invalid or unenforceable, then the security interest granted under this Agreement shall not attach to such trade-mark or service mark application filed on the basis of the Grantor's intent to use such trade-mark 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 Agent that:

(a) Each of the Trade-marks 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 Canadian Intellectual Property Office in accordance with the *Trade-marks Act* (Canada) or otherwise, the United States Patent and Trademark Office and any other applicable foreign filing office;

(c) No claim has been made that the use of any of the Trade-marks 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 Trade-marks 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 Trade-marks 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 Second Amended and Restated Credit Agreement).

4. Grantor covenants and agrees with Agent that:

(a) Grantor will maintain the quality of the products associated with the Trade-marks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide 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 Trade-marks without 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 Trade-marks. Grantor will file affidavits of use with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and any other applicable foreign filing office for each registered Trade-mark as required by applicable law to maintain the registration thereof without loss of protection therefor; provided, however, that Grantor may abandon any Trade-mark 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 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 Trade-marks with any Person except as may be expressly permitted by the Second Amended and Restated Credit Agreement.

6. If, before the full, final and indefeasible payment of the Grantor Obligations, Grantor shall obtain rights to any new trade-marks, any trade-mark application or

the renewal of any Trade-mark, the provisions of paragraph 2 hereof shall automatically apply thereto and Grantor shall give to 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 Agent with the appropriate office.

7. Until full, final and indefeasible payment of the Grantor Obligations, Grantor irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trade-marks and trade-mark applications within the definition of Trade-marks under paragraph 2 or paragraph 5 hereof and to file such amendment with the appropriate office.

8. Grantor hereby grants to 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 Second Amended and Restated 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 Trade-marks 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, Agent shall have, in addition to all other rights and remedies given it by this Agreement, the Second Amended and Restated 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 PPSA. Without limiting the generality of the foregoing, 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 to Grantor in respect of the Trade-mark Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Trade-mark 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 Trade-mark 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, Agent may, to the extent permitted by applicable law, purchase the whole or any part of the Trade-mark 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 Trade-mark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorney's fees), 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 Second Amended and Restated 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 Agent, and in Agent's sole discretion, any of its officers or agents, 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 Agent to continue the registration of or to use the Trade-marks, or to grant or issue any exclusive or nonexclusive license under the Trade-marks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trade-mark 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 coupled 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 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 United States Patent and Trademark Office 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 Trade-mark Collateral or in defending or prosecuting any actions or proceedings arising out of or related to any Trade-mark Collateral, shall be borne and paid by Grantor (it being the intent of Grantor and 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 Trade-marks) or, if paid by Agent in its sole discretion, shall be reimbursed by Grantor in accordance with the terms of the Second Amended and Restated Credit Agreement.

12. Grantor shall use its best efforts to detect any material infringements of the Trade-marks and shall notify Agent in writing of such infringements detected. Grantor shall have the duty through counsel reasonably acceptable to Agent, to take commercially reasonable steps to prosecute diligently any trade-mark application for a Trade-mark pending as of the date of this Agreement or thereafter until the Grantor Obligations shall have been paid in full and the Second Amended and Restated Credit Agreement terminated, to make application on unregistered but registrable trade-marks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect the Trade-marks and, promptly upon Agent's request, to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trade-marks. 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 trade-mark application or any pending trade-mark application or trade-mark, without the prior written consent of Agent.

13. Notwithstanding anything to the contrary contained in paragraph 2 hereof 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 Trade-marks and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Trade-marks or license hereunder, in either of which events Grantor shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent in aid of such enforcement or defence and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by 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, Agent may discharge such obligations in Grantor's name or in Agent's name, in Agent's sole discretion, but at Grantor's expense, and Grantor agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable counsels' fees, incurred by Agent in prosecuting, defending or maintaining the Trade-marks or Agent's interest therein pursuant to this Agreement.

15. Neither 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 Agent and then only to the extent therein set forth. A waiver by Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of 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 Trade-mark Collateral and for the purpose of recording the security interest of Agent in the Trade-mark Collateral with the United States Patent and Trademark Office or any other applicable foreign filing offices, 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 Agent under the Security Agreement. The Security Agreement (and all rights and remedies of 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 Second Amended and Restated Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of 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 Second Amended and Restated Credit Agreement or the Security Agreement the terms of the Second Amended and Restated 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 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 Agent, for the benefit of Agent and the other Secured Parties, inure to the benefit of 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 Agent, for the benefit of 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 Second Amended and Restated Credit Agreement.

22. Grantor hereby waives notice of 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 PROVINCE OF NOVA SCOTIA; PROVIDED, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NOVA SCOTIA 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 AGENT AND THE SECURED PARTIES SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

24. EACH OF THE GRANTOR, THE LENDERS AND THE 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 LOAN PARTIES, THE LENDERS AND THE 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.

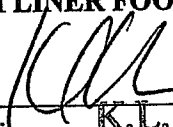
25. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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 Agent's rights under the Loan Documents may be subject to the Intercreditor Agreement, no action taken or not taken by the 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 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 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 INCORPORATED**

By:   
Name: K.L. Nelson, FCA  
Title: Executive VP,  
CFO & Secretary  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted:

**ROYAL BANK OF CANADA,**  
as Agent

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

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

**HIGH LINER FOODS INCORPORATED**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Accepted:

**ROYAL BANK OF CANADA,**

as Agent

By: \_\_\_\_\_

Name: *Myra Blain*

Title: *Manager, Agency*

EXHIBIT A

Trade-marks

Ref No.	Trade Mark	Registration Number	Country Name	Status	App/Ser #
<b>HIGH LINER FOODS INCORPORATED</b>					
1.	IMPERIAL	TMDA16401	CANADA	REGISTERED	073,926
2.	HIGH LINER	TMDA41147	CANADA	REGISTERED	131,954
3.	"MARIPAC"	UCA24898	CANADA	REGISTERED	192,391
4.	"SNOW BIRD"	UCA43223	CANADA	REGISTERED	216,967
5.	"WAVECREST"	UCA46820	CANADA	REGISTERED	218,580
6.	40-FATHOM	UCA49332	CANADA	REGISTERED	223,746
7.	SEAFRESH	TMA112,433	CANADA	REGISTERED	246,137
8.	CARIBOU BRAND PRODUCTS	TMA115,434	CANADA	REGISTERED	250,072
9.	CARIBOU	TMA115,435	CANADA	REGISTERED	250,073
10.	CARIBOU				
11.	FRIDGESEA	TMA149,398	CANADA	REGISTERED	296,611
12.	NATIONAL SEA PRODUCTS [Logo with crowned fish]	TMA150,681	CANADA	REGISTERED	297,836
13.	BATTERCRISP	TMA150,142	CANADA	REGISTERED	298,243
14.	CAPTAIN'S TABLE	TMA154,052	CANADA	REGISTERED	304,729
15.	KRUNCHIES	TMA161,435	CANADA	REGISTERED	306,825
16.	40 FATHOMS DESIGN [Logo with seahorse silhouette - more curls on seahorse than 38]	TMA181,032	CANADA	REGISTERED	329,419
17.	HIGH LINER [Logo with lighthouse]	TMA200,760	CANADA	REGISTERED	369,163
18.	MIRABEL BRAND	TMA202,723	CANADA	REGISTERED	371,382
19.	SHRIMP TREASURES	TMA205,681	CANADA	REGISTERED	375,347
20.	TREASURE ISLE DESIGN	TMA284,348	CANADA	REGISTERED	398,854
21.	FP				
22.	THE GOURMET TWINS	TMA266,398	CANADA	REGISTERED	439,701
23.	CAPTAIN BURGER	TMA271,281	CANADA	REGISTERED	450,093
24.	CAPTAIN HIGH LINER	TMA251,581	CANADA	REGISTERED	450,672
25.	CATCH OF THE DAY	TMA291,173	CANADA	REGISTERED	452,141
26.	FLAKES OF MACKEREL	TMA257,878	CANADA	REGISTERED	453,710
27.	PARTY SNACKS				

Ref No.	Trade Mark	Registration Number	Country Name	Status	App/Ser #
	DESIGN				
28.	THE CAPTAIN'S CORNER	TMA273,636	CANADA	REGISTERED	458,636
29.	HAUTE CUISINE DESIGN	TMA267,907	CANADA	REGISTERED	461,737
30.	COSTA RICAN QUEEN	TMA278,292	CANADA	REGISTERED	486,021
31.	40 FATHOMS; DESIGN [Logo with seahorse silhouette profile - less prominent curls than 20]	TMA282,404	CANADA	REGISTERED	487,423
32.	FARMFRESH	TMA312,595	CANADA	REGISTERED	489,100
33.	GAMME D'OR	TMA294,867	CANADA	REGISTERED	498,851
34.	GOLD LINE	TMA292,339	CANADA	REGISTERED	498,852
35.	GREAT EXPECTATIONS	TMA339,331	CANADA	REGISTERED	504,385
36.	CLOUSTON BRAND	TMA311,586	CANADA	REGISTERED	531,809
37.	SOUPER LEGER	TMA333,425	CANADA	REGISTERED	532,037
38.	LIGHT TONIGHT	TMA495,915	CANADA	REGISTERED	532,038
39.	CAPTAIN'S CHICKEN	TMA323,687	CANADA	REGISTERED	535,036
40.	TROUVAILLES DE LA MER	TMA325,681	CANADA	REGISTERED	556,049
41.	SEA NUGGETS	TMA398,598	CANADA	REGISTERED	558,332
42.	POULET DU CAPITAINE	TMA330,054	CANADA	REGISTERED	565,943
43.	DES BOUCHEES MARINES	TMA357,470	CANADA	REGISTERED	567,706
44.	CATCH O' THE DAY	TMA338,855	CANADA	REGISTERED	573,181
45.	CATCH O' THE DAY DESIGN	TMA338,856	CANADA	REGISTERED	573,190
46.	PRISE DU JOUR	TMA338,863	CANADA	REGISTERED	576,148
47.	FPI	TMA337,677	CANADA	REGISTERED	577,147
48.	FP	TMA337,678	CANADA	REGISTERED	577,148
49.	FPI				
50.	SHORE GRILLED	TMA366,057	CANADA	REGISTERED	578,652
51.	ARCTIC FRESH	TMA346,034	CANADA	REGISTERED	590,014
52.	ROYAL SEA	TMA354,792	CANADA	REGISTERED	596,760
53.	SEA NATURAL DESIGN	TMA359,237	CANADA	REGISTERED	597,371
54.	LIGHT TONIGHT	TMA505,846	CANADA	REGISTERED	598,112
55.	SEAFOOD ELITES	TMA350,708	CANADA	REGISTERED	604,069
56.	OVEN CRUNCH	TMA365,787	CANADA	REGISTERED	611,262
57.	FASTBREAK	TMA374,005	CANADA	REGISTERED	627,065
58.	RAPIDELICE	TMA371,525	CANADA	REGISTERED	627,066



Ref No.	Trade Mark	Registration Number	Country Name	Status	App/Ser #
59.	PROTECT 'R PAK	TMA399,805	CANADA	REGISTERED	659,280
60.	CAPTAIN'S FISH'N FRIES	TMA394,754	CANADA	REGISTERED	660,771
61.	CROQUE-CAPITAINE	TMA434,368	CANADA	REGISTERED	660,773
62.	HEALTHY CATCH	TMA399,370	CANADA	REGISTERED	666,704
63.	MARITIMER	TMA393,358	CANADA	REGISTERED	676,839
64.	AU GOUT DU CAPITAINE	TMA399,470	CANADA	REGISTERED	684,163
65.	HOMESTYLE BATTERDIPT	TMA422,910	CANADA	REGISTERED	692,196
66.	VALUE BAY	TMA406,258	CANADA	REGISTERED	692,553
67.	BURGER DU CAPITAINE	TMA408,501	CANADA	REGISTERED	694,938
68.	CUISSON SANTE	TMA421,524	CANADA	REGISTERED	708,468
69.	HEALTHY BAKE	TMA420,343	CANADA	REGISTERED	708,646
70.	SOLE ELITES	TMA443,587	CANADA	REGISTERED	727,853
71.	SHRIMP SNACKS	TMA444,945	CANADA	REGISTERED	734,636
72.	SIMPLE SERVE	TMA491,113	CANADA	REGISTERED	735,796
73.	HIGHLINER	TMA532,893	CANADA	REGISTERED	739,796
74.	BAKE 'N BROIL DESIGN	TMA477,537	CANADA	REGISTERED	752,529
75.	KENTUCKY-STYLE TILAPIA	TMA455,836	CANADA	REGISTERED	752,752
76.	HAUTE CUISINE DESIGN	TMA459,682	CANADA	REGISTERED	757,825
77.	QWIK STIX	TMA464,236	CANADA	REGISTERED	761,788
78.	FISH BAKE	TMA490,912	CANADA	REGISTERED	766,763
79.	CAPTAIN'S HEAD DESIGN	TMA461,568	CANADA	REGISTERED	767,733
80.	FISH'N'CHIP CUT	TMA470,717	CANADA	REGISTERED	775,383
81.	BLAZIN' BUFFALO	TMA452,262	CANADA	REGISTERED	776,139
82.	SEAFOOD AND SAUCE COLLECTION DESIGN	TMA479,198	CANADA	REGISTERED	777,668
83.	FPI SEAFOOD STARTERS	TMA463,451	CANADA	REGISTERED	782,263
84.	SHRIMP SCAMPI DESIGN	TMA476,628	CANADA	REGISTERED	799,913
85.	SEA SIDERS	TMA468,154	CANADA	REGISTERED	800,134
86.	CATCH THE WAVE	TMA467,597	CANADA	REGISTERED	823,407
87.	CATCH THE WAVE	TMA483,352	CANADA	REGISTERED	823,202
88.	FILLETS AU FOUR BONNE FOURCHETTE	TMA499,879	CANADA	REGISTERED	832,976
89.	OVEN GOURMET	TMA485,717	CANADA	REGISTERED	832,977

Ref No.	Trade Mark	Registration Number	Country Name	Status	App/Ser #
90.	DELICE AU FOUR	TMA485,564	CANADA	REGISTERED	832,978
91.	SALMON CROWNS DESIGN	TMA489,844	CANADA	REGISTERED	835,319
92.	TOPDECK STUFFINGS	TMA490,935	CANADA	REGISTERED	835,321
93.	ALWAYS A WISE CATCH	TMA491,127	CANADA	REGISTERED	835,461
94.	TOUJOURS UNE BONNE PRISE	TMA491,124	CANADA	REGISTERED	835,465
95.	FISHER BOY	TMA542,277	CANADA	REGISTERED	838,150
96.	SIMPLE SERV	TMA490,716	CANADA	REGISTERED	842,417
97.	CLOUSTON				
98.	SEA CUISINE DESIGN	TMA530,422	CANADA	REGISTERED	870,979
99.	FPI ICE SHRIMP DESIGN	TMA518,442	CANADA	REGISTERED	871,847
100.	ICEBERG	TMA516,604	CANADA	REGISTERED	872,593
101.	SAUCY SEAFOOD	TMA523,569	CANADA	REGISTERED	883,468
102.	ICE SHRIMP FPI DESIGN	TMA523,435	CANADA	REGISTERED	884,404
103.	FPI PETITE SOLE	TMA539,224	CANADA	REGISTERED	889,401
104.	CARIBOU	NFLD2491	CANADA	REGISTERED	992,491
105.	RINGOS DESIGN [Logo]	TMA541,885	CANADA	REGISTERED	1,000,340
106.	RINGOS	TMA541,886	CANADA	REGISTERED	1,000,341
107.	HIGH LINER FOODS	TMA531,179	CANADA	REGISTERED	1,001,572
108.	LA PRISE DU CAPITAINE	TMA526,932	CANADA	REGISTERED	1,001,573
109.	CAPTAIN'S CATCH	TMA527,534	CANADA	REGISTERED	1,001,574
110.	HIGH LINER [Logo w face]	TMA531,178	CANADA	REGISTERED	1,001,977
111.	YOUR SEAFOOD SPECIALISTS	TMA546,795	CANADA	REGISTERED	1,002,204
112.	WE'RE THERE	TMA527,049	CANADA	REGISTERED	1,002,205
113.	SOLE FINGERS	TMA613,649	CANADA	REGISTERED	1,002,957
114.	MINI PERCH	TMA531,311	CANADA	REGISTERED	1,004,293
115.	CREVETTES DES GLACIERS	TMA531,160	CANADA	REGISTERED	1,005,503
116.	A SIMPLER WAY TO GROW YOUR SEAFOOD BUS..	TMA565,920	CANADA	REGISTERED	1,072,745
117.	FISHERY PRODUCTS INTERNATIONAL	TMA674,457	CANADA	REGISTERED	1,078,532
118.	MIRABEL SHRIMP CRISPS	TMA575,742	CANADA	REGISTERED	1,103,233

<b>Ref No.</b>	<b>Trade Mark</b>	<b>Registration Number</b>	<b>Country Name</b>	<b>Status</b>	<b>App/Ser #</b>
119.	ONLINER	TMA581,901	CANADA	REGISTERED	1,119,303
120.	SALMON ELITES	TMA598,911	CANADA	REGISTERED	1,142,972
121.	WE CATCH CUSTOMERS FOR YOU	TMA612,103	CANADA	REGISTERED	1,174,039
122.	IT'S A GOOD NIGHT FOR FISH	TMA641,733	CANADA	REGISTERED	1,184,100
123.	VOTRE PARTENAIRE DANS LA REUSSITE	TMA659,659	CANADA	REGISTERED	1,185,150
124.	PRISE DU JOUR DESIGN	TMA637,888	CANADA	REGISTERED	1,218,166
125.	SHRIMP HEART DESIGN	TMA674,986	CANADA	REGISTERED	1,251,546
126.	CAPTAIN'S GRILL	TMA656,184	CANADA	REGISTERED	1,251,685
127.	GRILLADES CAPITAINE	TMA668,033	CANADA	REGISTERED	1,251,686
128.	MANGER SAINEMENT N'A JAMAIS EU AUSSI B..	TMA694,311	CANADA	REGISTERED	1,290,178
129.	QUICKSTEAM	TMA710,920	CANADA	REGISTERED	1,311,086
130.	ETUVEERAPIDE	TMA695,264	CANADA	REGISTERED	1,321,927
131.	EATING HEALTHY NEVER TASTED SO GOOD	TMA728,603	CANADA	REGISTERED	1,371,846
132.	PAN-SEAR SELECTS	TMA715,994	CANADA	REGISTERED	1,337,579
133.	IT'S A GOOD NIGHT FOR SEAFOOD	TMA728,603	CANADA	REGISTERED	1,371,846
134.	CE SOIR, ON MANGE DES FRUITS DE MER	TMA728,605	CANADA	REGISTERED	1,371,848
135.	R.E.S.P.E.C.T. OUR PLANET, OUR PROMISE	TMA805,498	CANADA	REGISTERED	1,480,408
136.	R.E.S.P.E.C.T. OUR PLANET, OUR PROMISE	TMA805,499	CANADA	REGISTERED	1,480,409
137.	R.E.S.P.E.C.T. NOTRE PLANETE, NOTRE PR..	TMA805,495	CANADA	REGISTERED	1,480,413
138.	R.E.S.P.E.C.T. NOTRE PLANETE, NOTRE PR..	TMA805,494	CANADA	REGISTERED	1,480,414
139.	DIP'T				
140.	DIP'T DESIGN	TMA807,104	CANADA	REGISTERED	1,493,780
141.	MARKET CUTS		CANADA	ADVERTISED	1,511,435
142.	FIRE ROASTERS		CANADA	SEARCHED	1,506,955

<b>Ref No.</b>	<b>Trade Mark</b>	<b>Registration Number</b>	<b>Country Name</b>	<b>Status</b>	<b>App/Ser #</b>
143.	BAM BAM EVERCRISP		CANADA	ALLOWED	1,507,994
144.	BAM BAM EVERCRISP DESIGN		CANADA	ALLOWED	1,508,191
145.	CATCH OF THE DAY DESIGN		CANADA	SEARCHED	1,507,891
146.	COUPES DU MARCHE		CANADA	ADVERTISED	1,514,588
147.	FIRE FUSION		CANADA	FORMALIZED	1,514,542
148.	FIRE ROASTERS DESIGN		CANADA	FORMALIZED	1,535,958
149.	FLAME SAVOURS		CANADA	FORMALIZED	1,541,547

Trademark Name	Application Number	Registration Number	Country Name	Filing Date	Registration Date	Owner
FISHER BOY (and Design)	352467	636486	Mexico	29-Oct-1998	13-Dec-1999	High Liner Foods (USA) Inc. <sup>1</sup>
"MARITIMER"	72456750	976458	USA	07-May-1973	08-Jan-1974	High Liner Foods Incorporated
BAKE 'R BROIL	73304361	1217128	USA	06-Apr-1981	16-Nov-1982	High Liner Foods Incorporated
BATTERCRISP	72235968	843768	USA	07-Jan-1966	06-Feb-1968	High Liner Foods Incorporated
BATTERCRISP	74237861	1724023	USA	15-Jan-1992	13-Oct-1992	High Liner Foods Incorporated
BLAZIN' BUFFALO SHRIMP	74620005	2016319	USA	11-Jan-1995	12-Nov-1996	High Liner Foods Incorporated
BLAZIN' REDFISH	74088739	1687266	USA	17-Aug-1990	12-May-1992	High Liner Foods Incorporated
BOSTON BATTER	74634823	1986387	USA	16-Feb-1995	09-Jul-1996	High Liner Foods Incorporated
BREADED NATURALS	78538929	3330792	USA	28-Dec-2004	06-Nov-2007	High Liner Foods Incorporated
C [logo]	74119081	1701963	USA	29-Nov-1990	21-Jul-1992	High Liner Foods Incorporated
CAFE APPETITA	78979006	3337474	USA	14-Oct-2005	13-Nov-2007	High Liner Foods Incorporated
CAPTAIN HIGH LINER	1151806		Mexico	01-Feb-2011		High Liner Foods Incorporated

<sup>1</sup> While this entity is the current record holder this mark, as assignment document has been submitted to the Mexican trademark office assigning this mark to High Liner Foods Incorporated.

Trademark Name	Application Number	Registration Number	Country Name	Filing Date	Registration Date	Owner
CAPTAIN HIGH LINER	77690259	3691973	USA	13-Mar-2009	06-Oct-2009	High Liner Foods Incorporated
CAPTAIN HIGH LINER	77049693	3635730	USA	22-Nov-2006	09-Jun-2009	High Liner Foods Incorporated
CAPTAIN LONGBOAT	73597029	1452347	USA	05-May-1986	11-Aug-1987	High Liner Foods Incorporated
CAPTAIN'S CLASSICS	78952456	3438351	USA	15-Aug-2006	27-May-2008	High Liner Foods Incorporated
CARIBOU	250073	115435	Canada	24-Mar-1959	25-Sep-1959	High Liner Foods Incorporated
CARIBOU	71581285	564574	USA	29-Jun-1949	30-Sep-1952	High Liner Foods Incorporated
CARIBOU BRAND PRODUCTS DESIGN	250072	115434	Canada	24-Mar-1959	25-Sep-1959	High Liner Foods Incorporated
CATCH OF THE DAY	452141	291173	Canada	03-Apr-1980	25-May-1984	High Liner Foods Incorporated
CATCH OF THE DAY	73234218	1245917	USA	09-Oct-1979	19-Jul-1983	High Liner Foods Incorporated
CATCH OF THE DAY [	74531158	1959672	USA	31-May-1994	05-Mar-1996	High Liner Foods Incorporated
CLOUSTON	74141794	1697808	USA	25-Feb-1991	30-Jun-1992	High Liner Foods Incorporated
COASTAL CLASSICS	78441199	3325698	USA	25-Jun-2004	30-Oct-2007	High Liner Foods Incorporated
FISHERY PRODUCTS INTERNATIONAL	75066959	2242331	USA	04-Mar-1996	04-May-1999	High Liner Foods Incorporated

Trademark Name	Application Number	Registration Number	Country Name	Filing Date	Registration Date	Owner
FPI [				1987	26-Apr-1988	High Liner Foods Incorporated
FROM THE ICY COLD WATERS OF NEWFOUNDLAND	75462649	2358781	USA	05-Apr-1998	13-Jun-2000	High Liner Foods Incorporated
FUN FISH	73804931	1580301	USA	06-Jun-1989	30-Jan-1990	High Liner Foods Incorporated
HEALTHYBAKE	74558073	1918187	USA	08-Aug-1994	12-Sep-1995	High Liner Foods Incorporated
HIGH LINER	1151805		Mexico	01-Feb-2011		High Liner Foods Incorporated
HIGH LINER	72113022	722334	USA	03-Feb-1961	03-Oct-1961	High Liner Foods Incorporated
HIGH LINER [New US Logo]	1155887		Mexico	17-Feb-2011		High Liner Foods Incorporated
HIGH LINER [New US Logo]	78637967	3135355	USA	26-May-2005	29-Aug-2006	High Liner Foods Incorporated
HIGH LINER FISHER BOY WE BRING THE FUN TO FISH [Design]	1151804		Mexico	01-Feb-2011		High Liner Foods Incorporated
HIGH LINER FISHER BOY WE BRING THE FUN TO FISH [Design]	85204029	4039819	USA	22-Dec-2010	11-Oct-2011	High Liner Foods Incorporated
HIGH LINER SEA CUISINE [design]	1151807		Mexico	01-Feb-2011		High Liner Foods Incorporated
MANDARIN	78062230	2637783	USA	06-May-2001	15-Oct-2002	High Liner Foods Incorporated

Trademark Name	Application Number	Registration Number	Country Name	Filing Date	Registration Date	Owner
MIRABEL	73101769	1121090	USA	01-Oct-1976	26-Jun-1979	High Liner Foods Incorporated
OCEAN MAID	78432386	2967136	USA	09-Jun-2004	12-Jul-2005	High Liner Foods Incorporated
OVENCRUNCH	73776739	1557039	USA	25-Jan-1989	19-Sep-1989	High Liner Foods Incorporated
PAN-SEAR SELECTS	1337579	TMA715994	Canada	01-Mar-2007	05-Jun-2008	High Liner Foods Incorporated
PAN-SEAR SELECTS	78807602	3327258	USA	06-Feb-2006	30-Oct-2007	High Liner Foods Incorporated
QUICKSTEAM	77051123	3506989	USA	27-Nov-2006	30-Sep-2008	High Liner Foods Incorporated
QWIK STIX	77159563	3434342	USA	18-Apr-2007	27-May-2008	High Liner Foods Incorporated
R.E.S.P.E.C.T. OUR PLANET, OUR PROMISE [	85049397	4051600	USA	27-May-2010	08-Nov-2011	High Liner Foods Incorporated
RACK O' SHRIMP	78244340	3308055	USA	01-May-2003	09-Oct-2007	High Liner Foods Incorporated
SCRIBBLES	75193019	2148360	USA	01-Nov-1996	31-Mar-1998	High Liner Foods Incorporated
SEA CUISINE	85007517	3876792	USA	06-Apr-2010	16-Nov-2010	High Liner Foods Incorporated
SEA CUISINE [ wave design]	78800173	3186705	USA	26-Jan-2006	19-Dec-2006	High Liner Foods Incorporated
SEA NUGGETS	73512914	1348343	USA	10-Dec-1984	09-Jul-1985	High Liner Foods Incorporated
SEA PORTIONS	78538933	3330793	USA	28-Dec-2004	06-Nov-2007	High Liner Foods Incorporated



Trademark Name	Application Number	Registration Number	Country Name	Filing Date	Registration Date	Owner
SEA STRIPS	184964	451486	Mexico	03-Dec-1993	04-Feb-1994	High Liner Foods Incorporated
SEA STRIPS	73735621	1554896	USA	17-Jun-1988	05-Sep-1989	High Liner Foods Incorporated
SEA WONDERS	74180661	1719556	USA	01-Jul-1991	22-Sep-1992	High Liner Foods Incorporated
SEAFOOD ELITES	73556503	1422097	USA	03-Sep-1985	23-Dec-1986	High Liner Foods Incorporated
SHORE STYLE	78714714	3204651	USA	16-Sep-2005	30-Jan-2007	High Liner Foods Incorporated
Shrimp Heart Design	1251546	TMA674986	Canada	17-Mar-2005	16-Oct-2006	High Liner Foods Incorporated
SIMPLE SERV	74408917	1831475	USA	06-Jul-1993	19-Apr-1994	High Liner Foods Incorporated
TIKI ISLAND SHRIMP	78430035	3074592	USA	04-Jun-2004	28-Mar-2006	High Liner Foods Incorporated
UPPERCRUST	78338379	2982133	USA	09-Dec-2003	02-Aug-2005	High Liner Foods Incorporated
WE BRING THE FUN TO FISH	1169482		Mexico	07-Apr-2011		High Liner Foods Incorporated
WE BRING THE FUN TO FISH	85203013	4036347	USA	21-Dec-2010	04-Oct-2011	High Liner Foods Incorporated
WE CATCH CUSTOMERS FOR YOU.	1174039	TMA612103	Canada	08-Apr-2003	04-Jun-2004	High Liner Foods Incorporated
WE CATCH CUSTOMERS FOR YOU.	78189509	2863697	USA	27-Nov-2002	13-Jul-2004	High Liner Foods Incorporated

EXHIBIT B

CERTIFICATE

The undersigned officer of **HIGH LINER FOODS INCORPORATED** ("Grantor"), DOES HEREBY CERTIFY to **ROYAL BANK OF CANADA** ("Agent") as administrative agent and collateral agent for certain parties from time to time party to the Second Amended and Restated Credit Agreement among Agent, the various financial institutions parties thereto from time to time as lenders, the Grantor, High Liner Foods (USA), Incorporated and Icelandic USA, Inc., as Borrowers, that the quality of the products associated with the Trade-marks listed on Exhibit A of the Trade-mark Security Agreement dated ●, 2011, among Grantor and Agent (as amended from time to time to include future trade-marks and trade-mark 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 \_\_\_\_\_, 20\_\_.

[Signature page follows]

**HIGH LINER FOODS INCORPORATED**

By: \_\_\_\_\_

Name:

Title: