

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
American Seafoods Group LLC		02/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as agent		
Street Address:	101 North Tryon Street		
Internal Address:	NC-001-15-04		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2603700	FISH IN A FLASH	
Registration Number:	2679928	GOOD HARBOR FILLET	
Registration Number:	3086002	HEALTHY CATCH	
Registration Number:	2740697	WE'VE GOT SOUL...AND FISH TOO	
Serial Number:	77798562	HAPPY SHRIMP	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 2800		

CH \$140.00 2603700

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 3165-7020

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 02/28/2012

Total Attachments: 4

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ASSIGNMENT OF SECURITY INTERESTS
IN 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 "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) 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 A hereto;

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

(iii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, including any Trademark listed on Schedule A hereto, or under any Trademark licensed under any Trademark License, including any such License listed on Schedule A 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 and the Assignment of Security Interests in Patents and Trademarks, by and among the Assignor and the Assignee, dated as of May 7, 2010, 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.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 15th day of February, 2012.

AMERICAN SEAFOODS GROUP LLC, as Assignor

By: [Signature]
Name: Matthew D. Latimer
Title: CLO & GC

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 15th day of February 2012 by Matthew D. Latimer as CLO & GC of American Seafoods Group LLC, a Delaware limited liability company, on behalf of American Seafoods Group LLC.

My commission expires: 12/10/15

Notarial Seal



[Signature]
Notary Public

15th IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
day of February, 2012.

AMERICAN SEAFOODS GROUP LLC, as Assignor

By: _____
Name:
Title:

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

By: Keri Shull
Name: **Keri Shull**
Title: **Vice President**

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2012 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
TRADEMARK ASSIGNMENT**

TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER	REGISTRATION NUMBER
FISH IN A FLASH	76/109833	2,603,700
GOOD HARBOR FILLET	76/252772	2,679,928
HEALTHY CATCH	76/631231	3,086,002
WE'VE GOT SOUL AND...FISH TOO	76/114497	2,740,697
HAPPY SHRIMP	77/798562	

TRADEMARK LICENSES

[None.]