

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icelandic USA, Inc.		12/18/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Icelandic Group HF		
Street Address:	Borgartun 27		
City:	Reykjavik		
State/Country:	ICELAND		
Postal Code:	105		
Entity Type:	LIMITED LIABILITY COMPANY: ICELAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1667742	ICELANDIC	
Registration Number:	0990949	ICELANDIC	
Registration Number:	2223841	ICELANDIC SEAFOOD	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2007		
Phone:	804-775-1071		
Email:	rvance@mcguirewoods.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:	Robin C. Vance		
Address Line 1:	901 E. Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2061556-1000		
DOMESTIC REPRESENTATIVE			

OP \$90.00 1667742

Name: Robin C. Vance
Address Line 1: 901 E. Cary Street
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Robin C. Vance
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Signature:	/Robin C. Vance/
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Date:	02/29/2012
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Total Attachments: 6
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into effective as of December 18, 2011, by and between **Icelandic USA, Inc.**, a New York corporation with company number 13-1657904 whose principal office is at 190 Enterprise Drive, Newport News, Virginia, 23603, USA ("Assignor"), and **Icelandic Group HF**, a public limited liability company incorporated under the laws of Iceland with its registered address at Borgartun 27, 105 Reykjavik, Iceland, with registration number 461296-2119 ("Assignee").

WHEREAS, Assignee owns all of the issued and outstanding capital stock of Assignor;

WHEREAS, Assignee has entered into that certain Share Purchase Assignment dated as of November 17, 2011 with High Liner Foods, Inc. (the "Buyer"), pursuant to which Assignee has agreed, among other things, to sell all of the issued and outstanding capital stock of Assignor to the Buyer (the "Purchase Assignment"); and

WHEREAS, this Assignment is delivered in connection with the transactions contemplated by that certain Redemption Agreement between Assignor and Assignee dated of even date herewith (the "Redemption Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Redemption Agreement.

Effective as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (a) Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns all of Assignor's right, title and interest in and to all intellectual and proprietary rights owned or controlled by Assignor and related to the trademarks and the domain names set forth on Exhibit A attached hereto (collectively the "Brand Items"), including without limitation all copyright interests and other intellectual property rights associated with any of the foregoing, together with the goodwill that Assignor has developed in any of the foregoing, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made; and (b) Assignee hereby acknowledges and accepts the sale, conveyance, transfer, assignment and delivery of all such intellectual and proprietary rights related to the Brand Items, and all of the goodwill associated with any of the foregoing. The rights assigned hereunder specifically include the right to sue for any and all past infringements and to receive any and all damages awarded as a result of such claim.

Assignor and Assignee agree to execute and deliver such other assignment and assumption agreements and other instruments of conveyance and assignment and will do such other acts and things, at the requesting party's expense, in each case as that party may reasonably request, as shall be reasonably necessary to vest in Assignee such title to such Brand Items and to consummate the assumption of such Brand Items, and to fulfill and discharge each party's obligations of conveyance and discharge hereunder and under the Redemption Agreement. Assignor hereby specifically agrees to work with Assignee to effect the full assignment of all registrations for Domain Names and to approve any Domain Name transfer requests initiated by Assignee or otherwise required by the applicable domain name registrars in transferring ownership of the Domain Names from Assignor to Assignee.

This Assignment shall be governed by and construed under the laws of the State of New York without giving effect to choice of law principles thereof.

This Assignment may be executed simultaneously in one or more counterparts, and by different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

[SIGNATURE PAGE FOLLOWS]

7/10/85

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR:

ICELANDIC USA, INC.

By: *Alevar Agnarsson*

Name: *Alevar Agnarsson*

Title: *President CEO*

ASSIGNEE:

ICELANDIC GROUP HF

By: _____

Name:

Title:

Signature Page to Intellectual Property Assignment

TRADEMARK
REEL: 004726 FRAME: 0613

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR:

ICELANDIC USA, INC.

By: _____

Name:

Title:

ASSIGNEE:

ICELANDIC GROUP HF

By: Heidis Drott Fjeldstrel

Name: Heidis Drott Fjeldstrel

Title: Chairman

Signature Page to Intellectual Property Assignment

Exhibit A

Brand Items

The following trade marks:

Country Name	Status	Appl. Mark	No.	Appl. Date.	Class no.	Goods/ Services:	Reg. No.	Reg. Date
CANADA	Registered	ICELANDIC and Design	347372	10/28/1971		Frozen food products, namely frozen fish	TMA 185,660	9/22/1972
Mexico	Registered	ICELANDIC	155007	11/23/1992	29	Aloe products of fish frozen	473410	9/14/1994
Mexico	Registered	ICELANDIC SEAFOOD and Design	322845	2/17/1998	29	Seafood in fresh, frozen seafood, seafood smoked and canned shellfish and processed	578126	5/29/1998
USA	Registered	ICELANDIC	74/110,161	10/29/1990	29	Fresh seafood; smoked seafood; and cured processed seafood	1667742	12/10/1991
USA	Registered	ICELANDIC	72/426,169	6/2/1972	29	Frozen seafood products	990949	8/13/1974
USA	Registered	ICELANDIC SEAFOOD and Design	75/343,212	8/19/1997	29	Fresh seafood, frozen seafood, smoked seafood, and cured and processed seafood	2223841	2/16/1999

Handwritten initials

The following domain names:

coldwater-seafood.com
coldwater.com
coldwaterseafood.com
icelandic-usa.biz
icelandic-usa.com
icelandic-usa.net
icelandic-usa.us
icelandic.com
icelandic8krun.com
icelandicfish.com
icelandicseafood.biz
icelandicseafood.com
icelandicseafood.net
icelandicseafood.us
icelandicusa.biz
icelandicusa.com
icelandicusa.net
icelandicusa.us

The following unregistered trademarks:

Retail packaging design - Icelandic® Brand (various)
Icelandic® Advantage, no logo
Icelandic's Piccadilly Pub Beer Battered Seafood and logo