

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
OMEGA PROTEIN, INC.		03/21/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NA, as Administrative Agent
Street Address:	2500 Citywest Blvd., Suite 1100
Internal Address:	Attn: John L. Kallina
City:	Houston
State/Country:	TEXAS
Postal Code:	77042
Entity Type:	: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3043979	OMEGAEQUIS
Registration Number:	2967788	HEALTHY PRODUCTS FOR A HEALTHY WORLD
Registration Number:	2816678	OMPRO
Registration Number:	2887931	MENHADEN RESOURCE COUNCIL
Registration Number:	2695624	SEA-LAC
Registration Number:	2725639	SEACIDE
Registration Number:	2778972	OMEGA PROTEIN
Registration Number:	2796631	OMEGA PROTEIN
Registration Number:	2662155	NEPTUNE FISH CONCENTRATE
Registration Number:	2579426	OMEGAGROW
Registration Number:	2309474	OMEGAPURE
Registration Number:	2213113	SPECIAL SELECT
Registration Number:	3225100	VIRGINIA PRIME

CH \$765.00 3043979

Registration Number:	3536514	OMEGAPURE
Registration Number:	3552848	NATURAL NAUTIC
Registration Number:	3867393	SEACIDE
Registration Number:	3867401	OMEGAGROW
Registration Number:	3867404	OMEGAGROW PLUS
Registration Number:	3876203	SPECIAL SELECT
Registration Number:	3879085	SEALAC
Registration Number:	3879110	NEPTUNE
Registration Number:	3879113	OMEGA 3 DRY
Registration Number:	3882558	OMEGAPURE
Registration Number:	3954253	VIRGINIA PRIME GOLD
Registration Number:	3954255	VIRGINIA PRIME PLATINUM
Registration Number:	3954668	OMEGA 3 DRY
Registration Number:	3954697	OMEGA 3 DRY THE OMEGA-3 SOLUTION FOR DRY APPLICATION
Registration Number:	4005125	MORE THAN INGREDIENTS. INGENUITY.
Registration Number:	3943522	WE BRING OMEGA-3 TO LIFE.
Registration Number:	3944270	WE BRING OMEGA-3 TO LIFE.

CORRESPONDENCE DATA

Fax Number: (713)650-2400

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

Email: koakes@winstead.com

Correspondent Name: Kathryn Oakes

Address Line 1: WINSTEAD PC

Address Line 2: 600 Travis, Suite 1100

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	4839-572
NAME OF SUBMITTER:	Kathryn Oakes
Signature:	/Kathryn Oakes/
Date:	03/27/2012

Total Attachments: 4

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TRADEMARK

REEL: 004747 FRAME: 0564

NOTICE
OF
ASSIGNMENT OF AND GRANT OF SECURITY INTEREST
IN
TRADEMARKS
(OPI)

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to that certain Master Assignment Agreement, dated as of March 21, 2012 (the "Assignment"), between Wells Fargo Bank, National Association, a national banking association ("Assignor") and Wells Fargo Bank, National Association, a national banking association, as Administrative Agent ("Assignee"), Assignor has granted, bargained, sold, transferred, assigned and conveyed unto Assignee all of its rights, title and interests in and to that certain Security and Pledge Agreement dated as of October 21, 2009 (as the same may be amended, modified, extended or restated from time to time, the "Existing Agreement") by and among the parties thereto in favor of Assignor. Pursuant to the Existing Agreement, the undersigned Obligor granted a continuing security interest in and continuing lien upon the trademarks (collectively, the "Assigned Trademarks") and trademark applications (collectively, the "Assigned Trademark Applications") shown below to Assignor, which, pursuant to the Assignment, have been assigned to Assignee.

Assignor's security interest, as assigned hereby, in the Assigned Trademarks and Assigned Trademark Applications is recorded with the United States Patent and Trademark Office under Reel/Frame: 004084/0693. The undersigned Obligor and Assignee hereby acknowledge the assignment evidenced by the Assignment and Assignee's security interest in the Assigned Trademarks and Assigned Trademark Applications.

ASSIGNED TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
3043979	OMEGAEQUIS	1/17/2006
2967788	HEALTHY PRODUCTS FOR A HEALTHY WORLD	7/12/2005
2816678	OMPRO	2/24/2004
2887931	MENHADEN RESOURCE COUNCIL	9/21/2004
2695624	SEA-LAC	3/11/2003
2725639	SEACIDE	6/10/2003
2778972	OMEGA PROTEIN	11/4/2003




2796631	OMEGA PROTEIN	12/23/2003
2662155	NEPTUNE FISH CONCENTRATE	12/17/2002
2579426	OMEGAGROW	6/11/2002
2309474	OMEGAPURE	1/18/2000
2213113	SPECIAL SELECT	12/22/1998










ASSIGNED TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Applications</u>
78903638	VIRGINIA PRIME	6/8/2006

The Existing Agreement has been amended and restated in its entirety by that certain Amended and Restated Security and Pledge Agreement, dated as of March 21, 2012 (as the same may be amended, modified, extended or restated from time to time, the "Agreement"), by and among the parties thereto in favor of Assignee for the benefit of the Secured Parties referenced therein. Pursuant to the Agreement, the undersigned Obligor has granted to Assignee for the benefit of the Secured Parties referenced therein a continuing security interest in and continuing lien upon the trademarks and trademark applications shown below (collectively, the "Granted Trademarks") and the Assigned Trademarks and Assigned Trademark Applications:

GRANTED TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
3,225,100	VIRGINIA PRIME	4/3/ 2007
3,536,514	OMEGAPURE	11/25/2008
3,552,848	NATURAL NAUTIC	12/30/2008
3,867,393		10/26/2010
3,867,401		10/26/2010
3,867,404		10/26/2010

3,876,203		11/16/2010
3,879,085		11/23/2010
3,879,110		11/23/2010
3,879,113		11/23/2010
3,882,558		11/30/2010
3,954,253		5/3/2011
3,954,255		5/3/2011
3,954,668		5/3/2011
3,954,697		5/3/2011
4,005,125	More Than Ingredients. Ingenuity.	8/2/2011
3,943,522	We bring omega-3 to life.	4/12/2011
3,944,270	We bring omega-3 to life.	4/12/2011


The undersigned Obligor and Assignee hereby acknowledge and agree that the security interest in the foregoing Assigned Trademarks, Assigned Trademark Applications, and Granted Trademarks (i) may only be terminated in accordance with the terms of the Agreement, and (ii) is not to be construed as an assignment of any Assigned Trademark, Assigned Trademark Application or Granted Trademark.

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Very truly yours,

OBLIGOR:

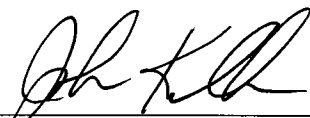
OMEGA PROTEIN, INC.

By: 
Andrew Johannesen
Vice President

Acknowledged and Accepted:

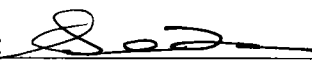
ASSIGNOR:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
John L. Kallina, Senior Vice President

ASSIGNEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Geri E. Landa, Senior Vice President