

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		05/05/2014	Canadian Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	True North Salmon Co., Ltd		
Street Address:	255 Metcalf Street		
City:	Saint John		
State/Country:	NEW BRUNSWICK		
Postal Code:	E2K1K7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2659010	HERITAGE SALMON	
CORRESPONDENCE DATA			
Fax Number:	2076229732		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2076223747		
Email:	jhuntington@eatonpeabody.com		
Correspondent Name:	Jonathan B. Huntington		
Address Line 1:	P.O. Box 5249		
Address Line 4:	Augusta, MAINE 04332-5249		
ATTORNEY DOCKET NUMBER:	21548.36		
NAME OF SUBMITTER:	Jonathan B. Huntington		
SIGNATURE:	/Jonathan B. Huntington/		
DATE SIGNED:	05/07/2014		
Total Attachments: 3			
source=01609354#page1.tif			
source=01609354#page2.tif			
source=01609354#page3.tif			

CH \$40.00 2659010

TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of May 5th, 2014, by **BANK OF MONTREAL**, a Canadian Chartered Bank, acting in its capacity as Administrative Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and **COOKE AQUACULTURE USA INC. f/k/a PHEONIX SALMON US INC.**, a Maine corporation ("Grantor"), were parties to a certain Trademark Security Agreement dated as of March 23, 2006 (hereinafter called the "Assignment"), pursuant to which Grantor granted a security interest to Agent in certain trademarks, service marks, trade names, together with such other collateral as more particularly described in said Assignment (collectively the "Trademarks"), in order to secure certain obligations owing by Grantor to Agent, including the Trademark set forth on Schedule A hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on April 11, 2006, at Reel 003286, Page 0509;

WHEREAS, on May 5, 2010, Grantor assigned all of its right, title and interest in and to the foregoing Trademarks to True North Salmon Co. Ltd. (Assignee), subject to the Assignment; and

WHEREAS, Assignee has requested that Agent release its security interest in the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The recitals set forth above are true and correct, incorporated herein and made a part hereof.

2. Agent hereby releases to Assignee all interests of any kind or nature, including without limitation its security interest as set forth in the Assignment, in all of Assignee's right, title and interest in and to the following collateral:

(a) All state (including, common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark if the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever

registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by Assignee connected with and symbolized by any of the aforementioned properties and assets;

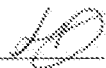
(c) all general intangibles and all intangible intellectual or other similar property of Assignee of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

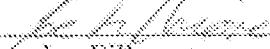
(d) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing collateral.


IN WITNESS WHEREOF, Agent has caused this Trademark Release to be executed as of the day and year first above written.

Witness:

BANK OF MONTREAL, as Administrative Agent


.....

By: 
Name: Joe Fillmore
Title: Managing Director, Corporate Finance


.....

By: 
Name: Erica Desjardins
Title: a Director, Corporate Finance

Each Duly Authorized

SCHEDULE A TO TRADEMARK RELEASE

Trademark and Design

Heritage Salmon

Registration Number: 2659010