

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interests in Patents and Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Seafoods Group LLC		10/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 North Tryon Street		
Internal Address:	Mail Code: NC-001-15-04		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4340103	54°N	
Serial Number:	85837600	OCEAN DOG	
Serial Number:	85447706	OCEAN BURGER	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031752.189		
NAME OF SUBMITTER:	John E. Slaughter		
SIGNATURE:	/John E. Slaughter/		
DATE SIGNED:	11/05/2014		
Total Attachments: 4			

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

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent License;

(iii) 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 B hereto;

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

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B 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, 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.

**SCHEDULE A
TO
PATENT AND TRADEMARK ASSIGNMENT**

PATENTS AND PATENT APPLICATIONS

None.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
30th day of October, 2014.

AMERICAN SEAFOODS GROUP LLC, as Assignor

By: *Matthew D. Latimer*
Name: MATTHEW D. LATIMER
Title: Chief Legal Officer + General Counsel

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

By: *Liliana Cear*
Name: LILIANA CEAR
Title: VICE PRESIDENT

STATE OF Washington

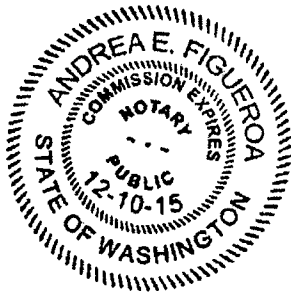
County OF KING

The foregoing instrument was acknowledged before me this 30th day of October,
2014 by Matthew D. Latimer as Chief Legal Officer + G.C. 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

Andrea E. Figueroa
Notary Public



**SCHEDULE B
TO
PATENT AND TRADEMARK ASSIGNMENT**

TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Mark

Mark	Reg. No.	Reg. Date
54 N and Design	4340103	05/21/13

Pending Applications

Mark	Appl. No.	Filing Date
OCEAN DOG	85837600	01/31/13
OCEAN BURGER	85447706	10/14/11

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