

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324735

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DNB Bank ASA		11/27/2014	CORPORATION: NORWAY

RECEIVING PARTY DATA

Name:	Marine Harvest USA, LLC
Street Address:	8550 NW 17th Street
Internal Address:	Suite 105
City:	Miami
State/Country:	FLORIDA
Postal Code:	33126
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1974491	ROYAL FIORD FINEST OAK SMOKED SALMON
Registration Number:	2163736	THE ONLY WAY TO GET IT FRESHER IS TO CAT
Registration Number:	2165902	ROYAL FIORD
Registration Number:	2207350	AYSEN
Registration Number:	3047460	PREMIUM QUALITY SALMON MIGNON
Registration Number:	2965811	FRESH DAILY CUTS
Registration Number:	2876953	ROYAL FJORD
Registration Number:	3628785	SALMOMIGNON
Registration Number:	3628786	SALMIGNON
Registration Number:	3490240	ECOSMOLT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 202 663-7271

Email: thomas.brooke@hklaw.com, ptdocketing@hklaw.com

Correspondent Name: Holland & Knight, Attn: Thomas W. Brooke

Address Line 1: 800 17th Street, NW

TRADEMARK

Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 508830/234

NAME OF SUBMITTER: Thomas W. Brooke

SIGNATURE: /Thomas W. Brooke/

DATE SIGNED: 12/02/2014

Total Attachments: 8

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U.S. TERMINATION AND RELEASE AGREEMENT

This U.S. Termination and Release Agreement, dated and made effective as of November 27, 2014 (this "Agreement"), is among Marine Harvest USA Holding, LLC, a Maine limited liability company ("MH Holding"), Marine Harvest USA, LLC, a Florida limited liability company ("MH USA"), Marine Harvest Holding AS, a Norwegian company ("MH AS"), and DNB Bank ASA, for itself and each of the Secured Parties (the "Security Agent").

Witnesseth:

WHEREAS, each of MH Holding, MH USA and MH AS, respectively, are directly or indirectly owned by the Parent Borrower (defined in the next following sentence). The Parent Borrower was a party to that certain Facility Agreement dated May 4, 2010, as amended by that certain Amendment Agreement, dated April 27, 2011, as amended and restated by that certain Amended and Restated Facility Agreement, dated December 16, 2011, as amended and restated by that certain Amended and Restated Facility Agreement, dated July 26, 2012, as amended by amendment letters dated January 14, 2013, January 17, 2013 and May 31, 2013, as amended pursuant to an amendment request dated January 8, 2014 as accepted and agreed by the Agent, and as further amended and restated by that certain Amended and Restated Facility Agreement dated June 13, 2014 (as further amended, supplemented or modified from time to time, the "Original Facility Agreement") and made between, amongst others, Marine Harvest ASA, a company incorporated under the laws of Norway, as Borrower (and referred to herein as the "Parent Borrower"), the Original Obligors named therein and the Arranger, the Bookrunner, the Original Lenders, the Agent and the Security Agent (each as defined therein), to which each of MH Holding, MH USA and MH AS acceded pursuant to an Accession Deed entered into by each, dated June 25, 2010, and pursuant to which the Original Lenders agreed to make available to the Borrowers (as defined therein) certain term and revolving loan facilities (the "Original Loan").

WHEREAS, it was a condition precedent to granting the Original Loan that each of MH Holding and MH USA (together, the "Relevant US Subsidiaries") provide certain security interests in favor of the Security Agent.

WHEREAS, further, it was a condition precedent to granting the Original Loan that MH AS provide a security interest in the membership units of MH Holding in favor of the Security Agent;

WHEREAS, consequently, each of the Relevant US Subsidiaries or MH AS (as applicable) provided certain security interests in favor of the Security Agent pursuant to each of the U.S. Security Documents (as defined below).

WHEREAS, as of the date of this Agreement, the Original Facility Agreement has been terminated and a new facility agreement has been entered into dated November 4, 2014 ("Facility Agreement") among, inter alia, the Parent Borrower as the Original Borrower and the Original Guarantor, the Arranger, the Original Lenders named therein, the Original Hedge Counterparties,

the Agent and the Security Agent (each as defined therein) pursuant to which such Original Lenders have agreed to make available to the Borrowers (as defined therein) certain term and revolving loan facilities, and the parties hereto hereby wish to terminate and release the Secured Interests created under the U.S. Security Documents (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement hereby agree as follows.

Section 1. Definitions. Capitalized terms used herein without definition shall have the meaning ascribed thereto in this Section 1 and if not so described herein shall have the meanings ascribed thereto in the Facility Agreement.

"U.S. Security Documents" shall mean each of the documents listed on Schedule 1 of this Agreement, and each of the related documents which perfect the security interests created by the U.S. Security Documents in favor of the Security Agent.

"Secured Interests" shall mean the security interests created in favor of the Security Agent under each of the U.S. Security Documents in accordance with the terms thereof.

Section 2. Termination and Release of Security. Effective as of the date of this Agreement, each of the U.S. Security Documents are terminated and are of no further force and effect.

Section 3. Release of Liens and Indemnity. The Security Agent hereby confirms that, contemporaneously with termination of the U.S. Security Documents as contemplated pursuant to paragraph 2 of this Agreement, and except as otherwise provided in this Agreement, all of the Secured Interests created thereby, are hereby released without further act or requirement, and terminated as of the date of this Agreement.

Section 4. Share Certificates. The Security Agent hereby confirms that it has executed and delivered to each of MH Holding and MH USA an Affidavit of Loss and Indemnity Agreement in connection with the loss, destruction or theft of the following share certificates relating to MH Holding and MH USA respectively (collectively the "U.S. Share Certificates"):

(i) Certificate No. 3 dated December 31, 2007, evidencing MH AS's ownership of 100% of the Membership Units of MH Holding; and

(ii) Certificate No. 3 dated December 31, 2007, evidencing MH Holding's ownership of 100% of the Membership Interests of MH USA.

Section 5. Representations and Warranties of each of MH Holding, MH USA and MH AS. Each of MH Holding, MH USA and MH AS, jointly and severally, represents, warrants and covenants to and with the Security Agent that:

(a) (i) in the case of MH Holding it is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Maine, (ii) in the case of MH USA, it is a limited liability company duly organized, validly existing and in good

standing under the laws of the State of Florida, and (iii) in the case of MH AS, it is a company duly organized, validly existing and in good standing under the laws of Norway; it has full power and authority to own its property; and it is qualified to do business in every jurisdiction where such qualification is required except where the failure to be so qualified would not have a material adverse effect on its ability to conduct its business;

(b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary company action of each of them, and does not require any member or management committee or shareholder or board of director approval or consent of any trustee or holders of any indebtedness or obligations of each of them except such as has been duly obtained;

(d) this Agreement constitutes the legal, valid and binding obligations of each of them enforceable against each of them in accordance with its terms; and

(e) there are no pending or threatened actions or proceedings before or by any court or administrative agency which might, to the best of their knowledge, materially adversely affect the financial condition, business or operations of each of them or their respective abilities to perform their respective obligations under this Agreement or the applicable U.S. Security Documents to which each is a party;

Section 6. Further Assurances. Each of MH Holding, MH USA and MH AS hereby agrees that, subject to the terms and conditions of this Agreement, each will from time to time, at the reasonable request of the Security Agent, promptly do all such things and execute, acknowledge, deliver, file and register all such documents, instruments, agreements, certificates, consents and assurances as the Security Agent may reasonably consider necessary or desirable in order to give full effect to this Agreement or to perfect the release intended to be effected by this Agreement, including but not limited to filing (a) a UCC-3 termination statement with the Secretary of the State of Florida with respect to the UCC-1 financing statement identified in Schedule II –A hereto and any other UCC filings made with respect to the Security Interests created in favor of Security Agent by MH USA under the relevant U.S. Security Documents, (b) a UCC-3 termination statement with the Secretary of the State of Maine with respect to the UCC-1 financing statement identified in Schedule II –B hereto and any other UCC filings made with respect to the Security Interests created in favor of Security Agent by MH Holding under the relevant U.S. Security Documents, (c) a UCC-3 termination statement with the Recorder of Deeds of the District of Columbia with respect to the UCC-1 financing statement identified in Schedule II-C hereto and any other UCC filings made with respect to the Security Interests created in favor of the Security Agent by MH AS under the relevant U.S. Security Documents, and (d) termination of the filing made with the U.S. Patent and Trade Mark Office identified in Schedule II –D hereto and any other U.S. Patent and Trade Mark Office filings made with respect to the Security Interests created in favor of the Security Agent of the trademarks owned by MH USA. The Security Agent hereby authorizes each of MH Holding, MH USA and MH AS to take the actions set forth in the preceding sentence and agrees to execute such instruments effecting the forgoing as are reasonably presented by either to the Security Agent.


Section 7. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

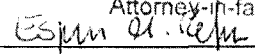
Section 8. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW RULES THEREOF.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

MARINE HARVEST USA HOLDING, LLC, as an Additional Guarantor

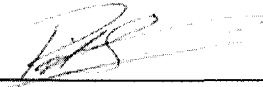
By: 
Name: _____
Title: Pål-Sverre Morin Jørgensen
Attorney-in-fact

By: 
Name: _____
Title: Espen M. Refsli
Attorney-in-fact

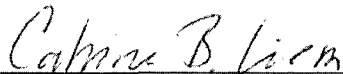
MARINE HARVEST USA, LLC,
as an Additional Guarantor

By: 
Name: _____
Title: Pål-Sverre Morin Jørgensen
Attorney-in-fact

MARINE HARVEST HOLDING AS,
as an Additional Guarantor

By: 
Name: Pål-Sverre Morin Jørgensen
Title: Attorney-in-fact

DNB BANK ASA (as successor to DNB NOR BANK ASA),
as Security Agent

By: 
Name: CATHRINE B. LIEM
Title: ASSOCIATED DIRECTOR

Schedule 1

1. that certain Interest Pledge Agreement dated June 25, 2010, between Marine Harvest Holding AS and the Security Agent relating to the membership interests in Marine Harvest USA Holding, LLC, pledged in favor of the Security Agent;

2. that certain Security Agreement dated June 25, 2010 between Marine Harvest USA Holding, LLC and the Security Agent;

3. that certain Interest Pledge Agreement dated June 25, 2010 between Marine Harvest USA Holding, LLC and the Security Agent relating to the membership interests in Marine Harvest USA, LLC pledged in favor of the Security Agent;

4. that certain Security Agreement dated June 25, 2010, between Marine Harvest USA, LLC, and the Security Agent; and

5. Assignment Agreement dated June 25, 2010 between Marine Harvest USA, LLC and the Security Agent, relating to certain intercompany loans.

Schedule II

A. Florida Secretary of State

UCC-1 financing statement filed on June 28, 2010 (File No. 20100277035X), as amended by UCC-3 amendment filed on December 15, 2011 (File No. 201105836922).

B. Maine Secretary of State

UCC-1 financing statement filed on June 28, 2010, at 10:40 a.m. (File No. 2100002027788-37), as amended by UCC-3 amendment filed on December 22, 2011, at 10:02 a.m. (File No. 2110002100197-54) , as amended by a Filing Officer Statement filed on January 10, 2012, at 12:00 p.m. (File No. 2120002102154-90).

C. Recorder of Deeds, District of Columbia

UCC-1 financing statement filed on June 28, 2010 (Document No. 2010058703), as amended by UCC-3 amendment filed on December 15, 2011 (Document No. 2011124922).

D. United States Patent and Trademark Office

Releasing the security interest granted pursuant to a Security Agreement recorded in the United States Patent and Trademark Office on June 28, 2010 at Reel 004232, Frame 0570, naming DNB NOR BANK ASA as Secured Party and Marine Harvest USA, LLC as Debtor, covering the following:

<u>Trademark</u>	<u>Registration Number</u>
ROYAL FIORD FINEST OAK SMOKED SALMON	1,974,491
THE ONLY WAY TO GET IT FRESHER IS TO CATCH IT YOURSELF	2,163,736
ROYAL FIORD	2,165,902
AYSEN	2,207,350
PREMIUM QUALITY SALMON MIGNON	3,047,460
FRESH DAILY CUTS	2,965,811
ROYAL FJORD	2,876,953

Trademark

Registration Number

SALMOMIGNON

3,628,785

SALMIGNON

3,628,786

ECOSMOLT

3,490,240