

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352082

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Intellectual Property (Recorded 4/25/2000 at Reel/Frame 2086/0421)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A, as Collateral Agent		08/19/2015	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Seafoods Group LLC, as successor-in-interest to American Seafoods Company		
<b>Street Address:</b>	2025 First Avenue, Suite 900		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98121		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1633317	PRIDE OF THE SEA	
<b>Registration Number:</b>	1193712	ARCTIC FRESH	
<b>Registration Number:</b>	1626151	AMERICAN SEAFOODS-PRIDE OF THE SEA	
<b>Registration Number:</b>	1633319	PRIDE OF THE SEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	031752.189		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter, III		
<b>SIGNATURE:</b>	/jes/		
<b>DATE SIGNED:</b>	08/20/2015		

OP \$115.00 1633317

**Total Attachments: 3**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of August 19, 2015 ("Release"), is made by Bank of America, N.A., as Collateral Agent ("Collateral Agent"), in favor of American Seafoods Group LLC, a Delaware limited liability company (as successor-in-interest to American Seafoods Company, a Washington corporation) ("Borrower").

**WHEREAS**, pursuant to that certain Security Agreement dated as of January 28, 2000 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Borrower, Collateral Agent, and others party thereto and the Assignment of Security Interests in Patents and Trademarks dated as of January 28, 2000 ("IP Security Agreement") by and among the Borrower and Collateral Agent, Borrower granted to the Collateral Agent a security interest in all of Borrower's right, title and interest in, to and under the Patent and Trademark Collateral; and

**WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on April 25, 2000 at Reel 2086 Frame 0421.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Borrower agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Security Agreement.

**SECTION 2. Termination and Release.** Collateral Agent, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under the Patent and Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or IP Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Borrower's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Collateral Agent:

Bank of America, N.A.,  
as Collateral Agent

By: Liliana Claar

Name: Liliana Claar  
Title: Vice President

Termination and Release of Security Interest in IP  
ASG -- Reel 2086 Frame 0421

**TRADEMARK**  
**REEL: 005603 FRAME: 0886**

Schedule A

U.S. Trademarks Subject to Security Interest  
Granted by American Seafoods Company  
In Favor of Bank of America, N.A., as Collateral Agent  
Recorded April 25, 2000 at Reel 2086 Frame 0421

Registered Marks

Mark	Reg. No.	Reg. Date
PRIDE OF THE SEA and Design	1633317	01/29/91
ARCTIC FRESH	1193712	04/13/82
AMERICAN SEAFOODS-PRIDE OF THE SEA	1626151	12/04/90
PRIDE OF THE SEA	1633319	01/29/91

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