

MRO  
10/25/02

10-30-2002

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Nordea Bank Norge ASA  
 (formerly Christiania Bank OG Kreditkasse ASA)

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Norwegian banking corporation

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: Windward Seafood LLC  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_

Street Address: 9350 South Dixie Highway  
 City: Miami State: FL Zip: 33156

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Florida Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: 10/17/2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 1,974,491  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Gloria A. Pinza, Esq.  
 Internal Address: Pierce Atwood  
 \_\_\_\_\_  
 \_\_\_\_\_

Street Address: One Monument Square  
 \_\_\_\_\_  
 \_\_\_\_\_

City: Portland State: ME Zip: 04101-1110

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 500282  
Change Fee  
40.00

DO NOT USE THIS SPACE

9. Signature.

Gloria A. Pinza  
Name of Person Signing

Signature

10/25/02

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

ASSIGNMENT OF TRADEMARK  
AND  
MEMORANDUM OF SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AND MEMORANDUM OF SECURITY AGREEMENT (this "Assignment and Memorandum") is made as of the 17<sup>th</sup> day of October, 2002, by NORDEA BANK NORGE ASA, a Norwegian banking corporation formerly known as Christiania Bank og Kreditkasse ASA ("Nordea Norge"), and NORDEA BANK FINLAND PLC, a Finnish banking corporation formerly known as Merita Bank Plc ("Nordea Finland," and together with Nordea Norge, the "Banks"), in favor of WINDWARD SEAFOOD LLC, a Florida limited liability company ("Windward").

A. Pursuant to that certain Security Agreement dated November 28, 2001 and executed by Windward in favor of Nordea Norge, acting for itself and as Collateral Agent for Nordea Finland (the "Security Agreement"), and in order to induce Banks to extend credit (the "Loans") to Windward and/or certain affiliates of Windward (collectively, the "Borrowers"), Windward granted to Nordea Norge a security interest in, among other things, all of Windward's general intangibles, including its trademarks and trademark rights.

B. Pursuant to that certain Collateral Assignment of Patents and Trademarks dated November 28, 2001 executed by Windward in favor of Banks (the "Prior Assignment"), Windward assigned to Banks, among other rights, all of Windward's rights in and to the mark "ROYAL FIORD FINEST OAK (AND DESIGN)," Registration No. 1,974,491, including all goodwill of the business associated therewith (the "Mark"). One of the purposes of the Prior Assignment was to provide a means for recording, with the United States Patent and Trademark Office (the "USPTO"), public notice of Banks' security interest in Windward's trademarks and trademark rights.

C. Windward has asked Banks to re-assign the Mark to Windward so that Windward can, among other things, file an Affidavit of Continued Use with respect to the Mark. Upon the terms and conditions set forth in this Assignment and Memorandum, Banks have agreed to re-assign the Mark to Windward, subject to the security interest created by the Security Agreement, which security interest the parties agree and intend will continue in full force and effect.

NOW, THEREFORE, for valuable consideration, Banks hereby covenant as follows:

1. Assignment. Banks hereby assign, transfer, and grant to Windward all of the rights in the Mark previously assigned by Windward to Banks

pursuant to the Prior Assignment; provided, however, that such assignment, transfer, and grant is subject to the security interest created by the Security Agreement.

2. Security Agreement to Remain in Effect. Windward hereby warrants, agrees, and confirms that Windward has not yet satisfied its obligations under the Loans and that the security interest in the Mark and all rights to the Mark granted to Nordea Norge under the Security Agreement remains valid, perfected, and in full force and effect. The parties expressly confirm and agree that nothing in this Assignment and Memorandum is intended to amend, modify, or otherwise affect the Security Agreement or the security interests created by the Security Agreement. The parties further agree that this Assignment and Memorandum may be recorded with the USPTO both for the purpose of assigning ownership of the Mark to Windward and for the purpose of providing public notice of Banks' security interest in and to the Mark.

3. Successors and Assigns. This Assignment and Memorandum shall be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns.

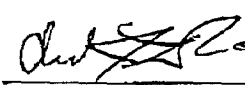
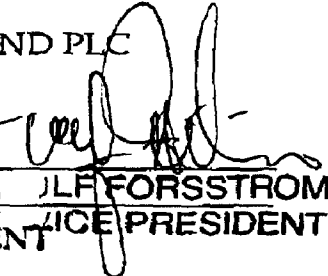
EXECUTED as of the date first set forth above.

BANKS:

NORDEA BANK NORGE ASA

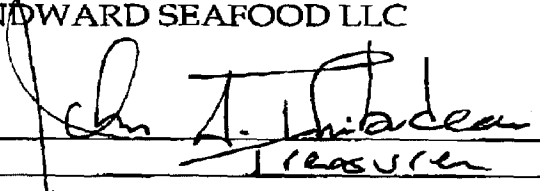
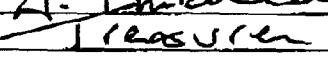
By: \_\_\_\_\_  
Its: \_\_\_\_\_

NORDEA BANK FINLAND PLC

By:    
Its: CHARLES J. LANSDOWN JLF FORSSTROM  
SENIOR VICE PRESIDENT VICE PRESIDENT

WINDWARD:

WINDWARD SEAFOOD LLC

By:   
Its: 

ASSIGNMENT OF TRADEMARK  
AND  
MEMORANDUM OF SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AND MEMORANDUM OF SECURITY AGREEMENT (this "Assignment and Memorandum") is made as of the 16<sup>th</sup> day of October, 2002, by NORDEA BANK NORGE ASA, a Norwegian banking corporation formerly known as Christiania Bank og Kreditkasse ASA ("Nordea Norge"), and NORDEA BANK FINLAND PLC, a Finnish banking corporation formerly known as Merita Bank Plc ("Nordea Finland," and together with Nordea Norge, the "Banks"), in favor of WINDWARD SEAFOOD LLC, a Florida limited liability company ("Windward").

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1. Assignment. Banks hereby assign, transfer, and grant to Windward all of the rights in the Mark previously assigned by Windward to Banks pursuant to the Prior Assignment; provided, however, that such assignment, transfer, and grant is subject to the security interest created by the Security Agreement.

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3. Successors and Assigns. This Assignment and Memorandum shall be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns.

EXECUTED as of the date first set forth above.

BANKS:

NORDEA BANK NORGE ASA

NORDEA BANK FINLAND PLC

By: Jan Just Madsen

By:

Its: According to power of procuracy

Its:

WINDWARD:

WINDWARD SEAFOOD LLC

By: John A. Hansen  
Its: Treasurer