

08-15-2003

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



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

102525278

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

1. Name of conveying party(ies): TRI-UNION SEAFOODS, LLC

2. Name and address of receiving party(ies)

8-12-03

Name: Bank Of America, N.A.

Internal

Address:

Street Address: 335 Madison Avenue

City: New York State: New York Zip: 10017

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/250,236 78/156,066

76 250 236

Trademark Registration No.(s)

23 Registration numbers attached as Exhibit A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan Makarowitz

Internal Address: Buchanan Ingersoll, PC

Street Address: 140 Broadway - 35th floor

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41): \$ 640

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jonathan Makarowitz

Name of Person Signing

Signature

August 7, 2003

Date

Total number of pages including cover sheet, attachments, and document: 26

08/14/2003 LMUELLER 00000135 76250236

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

01 FC:6521 02 FC:6522

40.00 OP 600.00 OP

TRADEMARK REEL: 002801 FRAME: 0474

# Exhibit A

## U.S. TRADEMARKS

<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>DESCRIPTION OF TRADEMARK</u>
600458	1/04/55	CATALINA (Stylized Letters) Class 29 (US Cl. 46) Goods – Canned fish.
97192	5/19/14	CHICKEN OF THE SEA Class 29 (US Cl. 26) Goods – Tuna Fish and olive oil.
836396	10/03/67	CHICKEN OF THE SEA Class 29 (US Cl. 26) Goods – Seafood products, specifically, canned lobster, sardines, clams, salmon, crabmeat and frozen shrimp.
1705226	8/04/92	CHICKEN OF THE SEA Class 29 (US Cl. 26) Goods – Mackerel
1760092	3/23/93	CHICKEN OF THE SEA DESIGN (MACKEREL) Class 29 (US Cl. 26) Goods – Mackerel.
1738500-NEW	12/08/92	CHICKEN OF THE SEA (DESIGN) Class 29 Goods – Canned Tuna.
621869	2/21/56	CHICKEN OF THE SEA LOGO Class 29 (US Cl. 26) Goods – Canned oysters and oyster stew and frozen tuna pie.

1861068	11/01/94	FOODSERVICE PACK AND DESIGN Class 29 Goods – canned tuna
1770236	5/11/93	GENOVA Class 29 Goods – Canned tuna.
1813888	12/28/93	GENOVA Class 29 Goods – mushrooms
1820044	02/08/94	GENOVA AND DESIGN Class 46 Goods – mushrooms
1403305	7/29/86	LITE CHICKEN OF THE SEA Class 29 (US Cl. 46) Goods – Canned tuna.
666647	9/02/58	MERMAID DESIGN Class 29 (US Cl. 46) Goods – Canned tuna fish.
836398	10/03/67	MERMAID DESIGN Class 29 (US Cl. 46) Goods – Seafood products, specifically, canned lobsters, sardines, clams, salmon, crabmeat and frozen shrimp.

376405	3/26/40	SEA-PEP AND DESIGN Class 29 (US Cl. 46) Goods – Refined fish oil used as an ingredient in salad dressings and as an ingredient in other manufactured foods; fish oil and fish meal used as a health ration for poultry, livestock, and dogs or other carnivorous animals.
674288	2/17/59	VAN CAMP'S Class 29 (US Cl. 46) Goods – Canned fish.
784541	2/02/65	WHITE STAR Class 29 (US Cl. 46) Goods – Canned fish.
784542	2/02/65	WHITE STAR AND DESIGN Class 29 (US Cl. 46) Goods – Canned fish.
2228848-NEW	3/02/99	CHICKEN OF THE SEA Class 29 Goods – Clams, crab meat, oysters, and shrimp.
1234767-NEW	4/12/83	Jonah Class 29 Goods – Fresh, canned and frozen seafood – namely sardines, crab, shrimp, oysters and clams.
1155773-NEW	5/26/81	PACIFIC PEARL Class 29 Goods – Canned seafood.

0385696-NEW

5/11/41

PACIFIC PEARL

Class 29

Goods-

Canned oysters and canned salmon.

1570015-NEW

12/05/89

PERLA PACIFICA

Class 29

Goods –

Canned and frozen seafood.

**AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF PATENTS,  
TRADEMARKS, AND LICENSES**

This AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, AND LICENSES (this "Collateral Assignment") dated as of July 31, 2003, by TRI-UNION SEAFOODS, LLC, a California limited liability company (the "Assignor"), to BANK OF AMERICA, N.A., as agent, for its benefit and the ratable benefit of the Lenders (as described in the Credit Agreement below) (the "Assignee").

**W I T N E S S E T H:**

**WHEREAS**, the Assignor and BankAmerica Business Credit, Inc. entered into a Credit Agreement, dated as of August 6, 1997 (as heretofore modified, supplemented or amended from time to time, the "Existing Credit Agreement"), pursuant to which BankAmerica Business Credit, Inc. established a line of credit for the Assignor in an amount, and available on the terms and conditions, specified in the Existing Credit Agreement;

**WHEREAS**, the Existing Credit Agreement has been amended and restated pursuant to an Amended and Restated Credit Agreement dated as of July 31, 2003 among Bank of America, N.A. (successor in interest to BankAmerica Business Credit, Inc.), Union Bank of California and Bank of America, N.A., as Agent for the Lenders (the Existing Credit Agreement, as amended and restated, and as it may further from time to time be amended and/or restated, supplemented or otherwise modified, being the "Credit Agreement") to, among other things, increase the loans available under the credit facility to \$73,000,000, to revise certain financial covenants and to add the Agent and Union Bank of California, as parties to the Credit Agreement;

**WHEREAS**, the execution and delivery of this Collateral Assignment and the grant to the Assignee and Lenders of the security interests contemplated hereby is one of the conditions precedent to the effectiveness of the Credit Agreement and the obligation of the Lenders to extend and maintain credit to the Borrower under the Credit Agreement.

**NOW THEREFORE**, in consideration of the premises and the covenants hereinafter contained and to induce the Lenders and Assignee to enter into the Credit Agreement and to make loans to the Assignor under the Credit Agreement, the Assignor and the Assignee hereby agree for the benefit of the Assignee and the ratable benefit of the Lenders as follows:

**1. DEFINITIONS**

Terms used herein that are defined in the Credit Agreement shall have the meanings assigned to them therein unless otherwise defined herein. References to this "Collateral Assignment" shall mean this Amended and Restated Collateral Assignment of Patents, Trademarks and Licenses, including all amendments, modifications and supplements, and any exhibits or schedules to any of the foregoing, and shall refer to this Collateral Assignment as the same may be in effect at the time such reference becomes operative.

## 2. ASSIGNMENT OF INTEREST

2.1 Patents, Trademarks and Other Intellectual Property. The Assignor hereby grants, assigns and conveys to the Assignee, for the benefit of the Assignee and the Lenders, as security for the prompt payment of the Obligations in full when due, a first priority security interest in the entire right, title, and interest of the Assignor in and to all of its now owned, existing, or filed or hereafter acquired, arising, or filed:

(a) (i) patents and patent applications, including, without limitation, those listed on Exhibit A hereto and the inventions and improvements described and claimed therein, and patentable inventions, (ii) the reissues, divisions, continuations, renewals, extensions, reexamination, and continuations-in-part of any of the foregoing, (iii) all income, royalties, damages, or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world (all, collectively, the "Patents");

(b) (i) trademarks, service marks, trademark and service mark registrations, trade names, and trademark and service mark applications, including, without limitation, those listed on Exhibit B hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of the Assignor's business connected with and symbolized by any of the foregoing (all, collectively, the "Trademarks");

(c) trade secrets and confidential business information (including formulas, computations, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, specifications, drawings, designs, plans, proposals, technical data, copyrightable work, financial, business, marketing plans, and customer and supplier lists and information) (all, collectively, the "Trade Secrets");

(d) copyrights, copyright applications, and other intellectual property rights, including, without limitation, those listed on Exhibit C hereto, (hereinafter collectively called "Other Intellectual Property Rights"); and

(e) to the extent assignable without causing a default thereunder, Assignor's rights in licenses and license agreements with any other Person under or with respect to any patents, trademarks, trade secrets or other intellectual property rights, and licenses and license agreements with any other person under or with respect to any of the Patents, Trademarks, Trade Secrets or Other Intellectual Property Rights (all licenses and license

agreements assigned to the Assignee pursuant hereto hereinafter collectively called the "Licenses").

All said Patents, Trademarks, Trade Secrets and Licenses, and Other Intellectual Property herein called the "Proprietary Rights."

2.2 Restriction on Future Agreements. The Assignor agrees that until the Release Date, the Assignor will not, without the Assignee's prior written consent, enter into any agreement, including, without limitation, any license agreement, that grants to any Person other than the Assignee rights to or interests in any Proprietary Rights that is inconsistent with the Assignor's obligations under this Collateral Assignment. The Assignor further agrees that until the Release Date it will not take any action, or permit any action to be taken by any Affiliate of the Assignor or other Person subject to the Assignor's control, including, without limitation, licensees, or fail to take any action, that would affect the validity or enforcement of the rights granted to the Assignee under this Collateral Assignment.

2.3 New Patents, Trademarks, and Other Intellectual Property Rights. The Assignor represents and warrants that the Patents, Trademarks, and Other Intellectual Property Rights listed in Exhibits A, B and C hereto are owned by the Assignor and the Patents, Trademarks, and Other Intellectual Property Rights constitute all of the material Patents, Trademarks, and Other Intellectual Property Rights that the Assignor now owns which are registered with the United States Patent and Trademark Office and the United States Copyright Office. If, before the Release Date the Assignor shall (i) obtain any new Patents, Trademarks, Other Intellectual Property Rights or Trade Secrets, or rights thereto or (ii) become entitled to the benefit of any new Patent, Trademark, Trade Secret, License, or Other Intellectual Property Rights, the Assignor shall give to the Assignee prompt written notice thereof. The Assignor hereby authorizes the Assignee to modify this Collateral Assignment by amending any or all of the Exhibits attached hereto, as applicable, to include any such Patents, Trademarks, or Other Intellectual Property Rights.

2.4 Royalties and Terms. The Assignor hereby agrees that upon the occurrence and during the continuance of an Event of Default, the Assignee, or any designee of the Assignee, may, subject to applicable law and to any then existing Licenses granted by the Assignor of any such Patent, Trademark, or Other Intellectual Property, use any or all of the Patents, Trademarks, Trade Secrets, Licenses, or Other Intellectual Property Rights worldwide without any liability to the Assignor for royalties or other related charges. The term of the assignments granted in this Section 2.4 shall extend until the earlier of (i) the expiration of all rights under each of the respective Patents, Trademarks, Trade Secrets and Licenses, and Other Intellectual Property Rights assigned hereunder, or (ii) the Release Date.

2.5 Reassignment to the Assignor. On the Release Date, the Assignee shall execute and deliver to the Assignor, at the Assignor's request and at the Assignor's sole cost and expense, such releases, deeds, assignments, and other instruments as may be necessary to relinquish, without any representations or warranties whatsoever (other than a representation that the Assignee has not assigned or transferred the Proprietary Rights covered by such releases, or its security interests therein, except as contemplated hereby or by the Credit Agreement), all of the



Assignee's rights in such of the Proprietary Rights as shall not have been sold or disposed of pursuant to the terms of this Collateral Assignment.

2.6 Duties of the Assignor. Subject to the rights of the Assignee and Lenders until the Release Date the Assignor shall (i) prosecute diligently any patent, trademark or copyright application, and licenses pending as of the date hereof or thereafter, (ii) make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, (iii) preserve and maintain all rights in the Proprietary Rights and (iv) possess all Trade Secrets. Any expenses incurred in connection with such applications shall be borne by the Assignor. The Assignor shall not abandon any Patent, Trademark, Trade Secret, License, Other Intellectual Property Rights, or the right to file any patent application unless the Assignor, in its reasonable discretion, determines that to take such action in a particular instance would be in the best commercial interest of the Assignor.

2.7 Assignee's Right to Sue. If an Event of Default shall have occurred and be continuing, the Assignee shall have the right, but shall in no way be obligated, to bring suit on behalf of the Assignor to enforce any of Assignor's rights in any Proprietary Rights in the event the Assignor declines to bring such suit and, if the Assignee shall commence any such suit, the Assignor shall, at the request of the Assignee, do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement and the Assignor shall promptly pay, or reimburse and indemnify the Assignee upon demand, for all reasonable out-of-pocket costs and expenses incurred by the Assignee in the exercise of its rights under this Section 2.7.

2.8 Assignee Appointed Attorney-in-Fact. The Assignor appoints the Assignee or the Assignee's designee as its attorney-in-fact to do all things necessary to carry out or enforce this Collateral Assignment. The Assignor ratifies and approves to the fullest extent permitted by law all acts of the Assignee as attorney-in-fact taken in accordance herewith. The Assignee as attorney-in-fact will not be liable for any acts or omissions, or for any error of judgment or mistake of fact or law, except for gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable until the Release Date.

### 3. **FILINGS AND CONSENTS**

The Assignor shall deliver to the Assignee, upon the execution and delivery of this Collateral Assignment, in form and substance satisfactory to the Assignee, such instruments and documents as reasonably requested by the Assignee as shall be necessary, in the reasonable opinion of the Assignee, to perfect the interests granted by the Assignor to the Assignee and Lenders hereby, including, without limitation, filings with the United States Patent and Trademark Office and the Copyright Office of the United States. The Assignor will, at its own expense, make, execute, endorse, acknowledge, file, and/or deliver to the Assignee all documents or instruments and take such further steps reasonably requested by the Assignee necessary to perfect Assignee's and Lenders' security interests in all Patents, Trademarks, Trade Secrets, or Other Intellectual Property Rights.

#### 4. COVENANTS

The Assignor agrees that until the Release Date, unless the Assignee agrees otherwise in writing: (a) the Assignor will, at its sole cost and expense, warrant and defend the Proprietary Rights from any and all material claims and demands of any other Person; (b) the Assignor will not grant, create, or permit to exist any Lien on, or security interest in, any of the Proprietary Rights in favor of any other Person, except Permitted Liens; (c) the Assignor will pay, and indemnify and hold the Assignee and any Lender harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever with respect to any Proprietary Rights, including (without limitation) claims of patent or trademark or Other Intellectual Property Right infringement, and any claim of unfair competition or antitrust violation, provided that the Assignor shall have no obligation hereunder with respect to such indemnification arising from the Assignee's or any Lender's gross negligence or willful misconduct in the use, assignment, and sublicensing of the Patents, Trademarks, and Licenses that are covered by this Collateral Assignment; (d) it will not enter into any agreement that is inconsistent with the Assignor's obligations under this Collateral Assignment; and (e) all Proprietary Rights shall be subsisting, valid, and enforceable against third Persons, except to the extent otherwise disclosed in writing to the Assignor prior to the date hereof.

#### 5. DEFAULT

5.1 Remedies. (a) Upon the occurrence and during the continuance of an Event of Default, the Assignee, in its discretion, may:

(i) collect, receive, appropriate, and realize upon all or any of the Proprietary Rights or any part thereof;

(ii) enter, with or without process of law and without breach of the peace, any premises where any of the Proprietary Rights or the books and records of the Assignor related thereto are or may be located, and without charge or liability to the Assignee or any Lender seize and remove the Proprietary Rights (and copies of the Assignor's books and records in any way relating to the Proprietary Rights) from said premises and/or remain upon said premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Proprietary Rights; or

(iii) sell or otherwise dispose of, including without limitation the granting of licenses, any Proprietary Rights at public or private sale for cash or credit.

(b) Upon the occurrence of an Event of Default, the Assignee, in its discretion, may exercise anyone or more of the rights and remedies accruing to a secured party under the UCC as adopted in the relevant state or states and any other applicable law upon default by a debtor. The Assignor recognizes that in the event the Assignor fails to perform, observe, or discharge any of its obligations or liabilities under this Collateral Assignment, no remedy of law will provide adequate relief to the Assignee,

and the Assignor agrees that the Assignee shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(c) Any notice required to be given by the Assignee of a sale, lease, other disposition of any of the Proprietary Rights, or any other intended action by the Assignee, delivered by telex, facsimile transmission, or overnight mail, postage prepaid and duly addressed to the Assignor at its address set forth beside its signature thereto, not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to the Assignor.

(d) The Assignee shall have the right at any time and from time to time thereafter, in its discretion, without notice thereof to the Assignor, to take control, in any manner, of any item of payment for or proceeds of any of the Proprietary Rights.

(e) The Assignee may, if the Assignee deems it reasonable, postpone or adjourn any sale of the Proprietary Rights, or any part thereof, from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale.

(f) All cash proceeds received by the Assignee in respect of any sale of, collection from, or other realization upon all or any part of the Proprietary Rights of the Assignor shall be applied (after payment of any amounts payable to the Assignee as reimbursement for the costs and expenses incurred by it in connection with the sale of any of the Proprietary Rights) by the Assignee against all or any part of the Obligations in such order as the Assignee shall elect. Any surplus of such cash or cash proceeds held by the Assignee and remaining after payment in full of all the Obligations shall be paid over to the Assignor or to whomsoever may be lawfully entitled to receive such surplus and any deficiency remaining after application of such cash or cash proceeds to the Obligations shall continue to be an Obligation, for which the Assignor remains liable.

5.2 Waivers by the Assignor. Except as otherwise provided for in this Collateral Assignment and to the extent permitted under applicable law, the Assignor waives (i) presentment, demand and protest and notice of presentment, dishonor, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts, contract rights, documents, instruments, chattel paper, and guaranties at any time held by the Assignee or any Lender on which the Assignor may in any way be liable and hereby ratifies and confirms whatever the Assignee or any Lender may do in this regard, (ii) all rights to notice and a hearing prior to the Assignee's or any Lender's taking possession or control of, or to the Assignee's or any Lender's replevy, attachment or levy upon, any of the Proprietary Rights or any bond or security that might be required by any court prior to allowing the Assignee or any Lender to exercise any of the Assignee's or any Lender's remedies, and (iii) the benefit of all valuation, appraisal, and exemption laws. The Assignor acknowledges that it has been advised by its counsel with respect to this Collateral Assignment and the transactions evidenced by this Collateral Assignment.

5.3 Cumulative Remedies. All of the Assignee's rights and remedies with respect to the Proprietary Rights, whether established hereby or by any of the other Loan Documents, or by

any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Assignor acknowledges and agrees that this Collateral Assignment is not intended to limit or restrict in any way the rights and remedies of the Assignee or any Lender under the Credit Agreement or any other Loan Document but rather is intended to facilitate the exercise of such rights and remedies.

## 6. MISCELLANEOUS

6.1 Waivers. No course of dealing between the Assignor and the Assignee or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Assignee or any Lender, any right, power, or privilege hereunder or under the financing arrangements contemplated by the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

6.2 Severability. The provisions of this Collateral Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision or part thereof in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Collateral Assignment in any jurisdiction.

6.3 Modification. This Collateral Assignment cannot be altered, amended, or modified in any way, except as specifically provided in Section 2.3 hereof or by a writing signed by the parties hereto.

6.4 Binding Effect; Benefits. This Collateral Assignment shall be binding upon the Assignor, its successors, and assigns, and shall inure to the benefit of the Assignee and any Lender, its successors, and permitted assigns.

6.5 Governing Law. This Collateral Assignment shall be governed by and construed in accordance with the laws of the State of New York without reference to its principles of conflict of laws.

6.6 Transactions Permitted Under the Loan Documents. Nothing contained in this Collateral Assignment shall in any manner prohibit or restrict the Assignor or any of its Subsidiaries from consummating any transaction, entering into any agreement, or otherwise taking any other action expressly permitted under the Credit Agreement.

6.7 Credit Agreement Prevails. To the extent that express provisions of the Credit Agreement conflict with the provisions hereof, the provisions of the Credit Agreement shall prevail.

6.8 Notices. (a) Any notice, demand, or communication hereunder shall be given in writing (including facsimile transmission or telex) and mailed or delivered to each party at its address set forth beside its signature hereto, or, as to each party, at such other address as shall be designated by such party by a prior notice to the other parties in accordance with the terms of this Section 6.8.

(b) All notices hereunder shall be effective (i) five (5) Business Days after such notice is mailed, by registered or certified mail, postage prepaid (return receipt requested), (ii) upon delivery by hand, or (iii) in the case of any notice or communication by telex, facsimile transmission or cable, on the date when sent, and answerback or confirmation, as the case may be, is received; provided, however, that notices to the Assignee shall not be effective until actually received by it.


6.9 Headings. The Section titles and headings in this Collateral Assignment are and shall be without substantive meaning or context of any kind whatsoever and are for convenience of reference only.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment to be duly executed by their authorized officers on the day and year first above written.

Address:

**TRI-UNION SEAFOODS, LLC**

Sorrento South Corporate Center  
9330 Scranton Road, Suite 500  
San Diego, California 92121-3029  
Attention: President  
Facsimile No.: (619) 597-4566  
Telephone No.: (619) 597-4257

By   
Name: Robert S. Bluth  
Title: CEO/Controller

Address:

**BANK OF AMERICA, N.A., as Agent**

335 Madison Avenue  
New York, New York 10017  
Attention: Portfolio Manager  
Facsimile No.: (212) 503-7340  
Telephone No.: (212) 503-7643

By \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the parties hereto have caused this Collateral Assignment to be duly executed by their authorized officers on the day and year first above written.

Address:

**TRI-UNION SEAFOODS, LLC**


Sorrento South Corporate Center  
9330 Scranton Road, Suite 500  
San Diego, California 92121-3029  
Attention: President  
Facsimile No.: (619) 597-4566  
Telephone No.: (619) 597-4257

By \_\_\_\_\_  
Name:  
Title:

Address:

**BANK OF AMERICA, N.A., as Agent**

335 Madison Avenue  
New York, New York 10017  
Attention: Portfolio Manager  
Facsimile No.: (212) 503-7340  
Telephone No.: (212) 503-7643

By  V.P.  
Name: *Kevin W. Corcoran*  
Title: *VICE PRESIDENT*

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN DIEGO )      ss.:

On this 3<sup>rd</sup> day of July, 2003 before me personally came Robert S. Blott, who being duly sworn, did depose and say that he is a an officer of Tri-Union Seafoods, LLC, the company described in and which executed the above instrument, and that he signed his name thereto pursuant to the authority granted by Tri-Union Seafoods, LLC.



Dorothy C. Young  
Notary Public

STATE OF NEW YORK                    )  
 ) ss.:  
COUNTY OF NEW YORK                )

On the \_\_\_\_ day of July in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



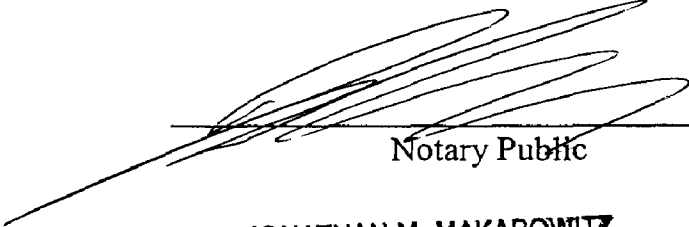
STATE OF CALIFORNIA )  
 )  
 ) ss.:  
COUNTY OF SAN DIEGO )

On this \_\_\_\_ day of July, 2003 before me personally came \_\_\_\_\_, who being duly sworn, did depose and say that he is a \_\_\_\_\_ of Tri-Union Seafoods, LLC, the company described in and which executed the above instrument, and that he signed his name thereto pursuant to the authority granted by Tri-Union Seafoods, LLC.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 31st day of July in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Corcoran, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

JONATHAN M. MAKAROWITZ  
Notary Public, State Of New York  
No. 02MA6023759  
Qualified In New York County  
Commission Expires 4/26/2007

U.S. COPYRIGHTS

<u>REGISTRATION NUMBERS</u>	<u>PUBLICATION DATE</u>	<u>COPYRIGHT TITLE</u>
38391 R217839	10/01/30	CHICKEN OF THE SEA FOR CANNED TUNA FISH
45823 R294856	1/21/35	MISSION FOR TUNA

U.S. TRADEMARK APPLICATIONS

<u>APPLICATION NUMBER</u>	<u>STATUS</u>	<u>DESCRIPTION OF TRADEMARK</u>
76/250,236	PENDING	QUIK KIT Class 29
78/156,066	PENDING	CHICKEN OF THE SEA TUNA SALAD KIT Class 29

U.S. TRADEMARKS

<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>DESCRIPTION OF TRADEMARK</u>
600458	1/04/55	CATALINA (Stylized Letters) Class 29 (US Cl. 46) Goods – Canned fish.
97192	5/19/14	CHICKEN OF THE SEA Class 29 (US Cl. 26) Goods – Tuna Fish and olive oil.
836396	10/03/67	CHICKEN OF THE SEA Class 29 (US Cl. 26) Goods – Seafood products, specifically, canned lobster, sardines, clams, salmon, crabmeat and frozen shrimp.
1705226	8/04/92	CHICKEN OF THE SEA Class 29 (US Cl. 26) Goods – Mackerel
1760092	3/23/93	CHICKEN OF THE SEA DESIGN (MACKEREL) Class 29 (US Cl. 26) Goods – Mackerel.
1738500-NEW	12/08/92	CHICKEN OF THE SEA (DESIGN) Class 29 Goods – Canned Tuna.
621869	2/21/56	CHICKEN OF THE SEA LOGO Class 29 (US Cl. 26) Goods – Canned oysters and oyster stew and frozen tuna pie.

1861068	11/01/94	FOODSERVICE PACK AND DESIGN Class 29 Goods – canned tuna
1770236	5/11/93	GENOVA Class 29 Goods – Canned tuna.
1813888	12/28/93	GENOVA Class 29 Goods – mushrooms
1820044	02/08/94	GENOVA AND DESIGN Class 46 Goods – mushrooms
1403305	7/29/86	LITE CHICKEN OF THE SEA Class 29 (US Cl. 46) Goods – Canned tuna.
666647	9/02/58	MERMAID DESIGN Class 29 (US Cl. 46) Goods – Canned tuna fish.
836398	10/03/67	MERMAID DESIGN Class 29 (US Cl. 46) Goods – Seafood products, specifically, canned lobsters, sardines, clams, salmon, crabmeat and frozen shrimp.

376405	3/26/40	SEA-PEP AND DESIGN Class 29 (US Cl. 46) Goods – Refined fish oil used as an ingredient in salad dressings and as an ingredient in other manufactured foods; fish oil and fish meal used as a health ration for poultry, livestock, and dogs or other carnivorous animals.
674288	2/17/59	VAN CAMP'S Class 29 (US Cl. 46) Goods – Canned fish.
784541	2/02/65	WHITE STAR Class 29 (US Cl. 46) Goods – Canned fish.
784542	2/02/65	WHITE STAR AND DESIGN Class 29 (US Cl. 46) Goods – Canned fish.
2228848-NEW	3/02/99	CHICKEN OF THE SEA Class 29 Goods – Clams, crab meat, oysters, and shrimp.
1234767-NEW	4/12/83	Jonah Class 29 Goods – Fresh, canned and frozen seafood – namely sardines, crab, shrimp, oysters and clams.
1155773-NEW	5/26/81	PACIFIC PEARL Class 29 Goods – Canned seafood.

PROPRIETARY RIGHTS

U.S. PATENTS

PATENT  
NUMBER

PATENT  
GRANTED

NAME OF  
PATENTED ITEM

(NONE)

TRADE NAMES

Chicken of the Sea International



## LICENSE AGREEMENTS

1. Trademark License Agreement/Stock Purchase and Sale Agreement between Andean Trading International, Inc. and VCS Holding Company, dated December 17, 1985. (Granting to Andean all rights that VCS Holding Company may have (i) in Central and South America in the Van Camp trademark and packaging designs as applied to fish products, (ii) in the trademark Monte Cristi as applied to fish products and (iii) in various common law trademarks, copyrights and other intellectual property rights with respect to (i) and (ii) above.)
2. Trademark License Agreement between Ralston Purina Company and Stokely Van Camp, Inc., dated May 2, 1980. (Purina consenting to Stokely's trademark registration of "Van Camp's" for products other than fish, seafood and products related to fish and seafood and Stokely consenting to Purina's trademark registration of Van Camp's for fish, seafood and products related to fish and seafood.)
3. Trademark License Agreement/Distributorship and Co-Packing Agreement between Van Camp Seafood Company, Inc. and Yona Fishing and Industry Ltd., dated August 8, 1995. (Grant of license by Van Camp to can tuna fish under the "Chicken of the Sea" label.)
4. Trademark License Agreement between Tri-Union Seafoods, LLC dba Chicken of the Sea International and Anchor Frozen Foods Corporation, dated November 1, 2002. (Granting to Anchor Foods the right to use the Pacific Pearl trade names, service marks, trade dress, and/or trademarks in international class 29 for seafood products.)