

11-17-1998

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

11-9-98
MRD 11.9.98

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U.S. DEPARTMENT OF COMMERCE
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):

BankBoston, N.A.

- Individuals
- General Partnership
- Corporate-State
- Other National Bank
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Partial release of assignment
- Merger
- Change of Name

Execution Date: November 2, 1998

2. Name and address of receiving party(ies):

Name: Legal Sea Foods, Inc.

Internal Address: _____

Street Address: 33 Everett Street

City: Allston State MA ZIP 02134

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

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

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

A. Trademark Application No(s)

B. Trademark Registration No.(s)

See Attachment

Additional numbers attached? Yes No

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

Name: Melissa Kopff, Esq.

Internal Address: _____

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 9

7. Total fee (37 CFR 3.41)..... \$225.00 E

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Melissa Kopff

Name of Person Signing

Melissa Kopff
Signature

11/5/98

Date

Total number of pages including cover sheet, attachments, and document 1

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

TRADEMARK

NAME: 0888

40,000
175,000
101,000
00000000 1616219
11/10/1998 TT001E
FC:401
FC:482
FC:650
U.S. PATENT AND TRADEMARK OFFICE
FORM PTO-1594.F

ATTACHMENT

Trademark Registration Numbers:

(1) 1,616,219

(2) 1,537,811

(3) 1,215,395

(4) 1,215,394

(5) 1,058,761

(6) 1,060,132

PARTIAL RELEASE OF ASSIGNMENT FOR SECURITY (TRADEMARKS)

This Partial Release is made as of November 2, 1998 between LEGAL SEA FOODS, INC. (the "Assignor") and BANKBOSTON, N.A. (f/k/a The First National Bank of Boston) (the "Lender").

WHEREAS, the Assignor and the Lender entered into certain loan arrangements dated as of July 6, 1994, as amended, which loan arrangements are secured by, among other things, a certain Assignment for Security (Trademarks) dated as of July 6, 1994 from the Assignor in favor of the Lender (the "Assignment"), which was recorded with the United States Patent and Trademark Office at Reel 1197, Frames 012-017;

WHEREAS, the Assignor has requested that the Lender partially release certain of the Marks (as defined in the Assignment and which are registered in the United States Patent and Trademark Office under the registration numbers shown on Schedule A attached hereto) from the security interest granted in favor of the Lender;

WHEREAS, the Lender is willing to grant a such partial release from such security interest subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective as of September 17, 1998, the Lender hereby releases from the grant of security interest in the Assignment the use of the Marks solely for the purpose of manufacture, preparation, sale, marketing or distribution by co-packers and/or third parties to wholesalers and/or retailers of food products bearing the Marks. Such a partial release does not include a release by the Lender of its security interest in the Marks for use with respect to the Assignor's restaurants and related retail outlets.

2. Except as specifically set forth herein, all terms and conditions of the Assignment shall remain in full force and effect as originally constituted.

3. The Assignor hereby confirms and reaffirms all the terms and conditions of the Assignment except as modified herein. Nothing herein shall be deemed to release or discharge any indebtedness or other obligations of the Assignor to the Lender.

4. This Partial Release shall take effect as a sealed instrument of the laws of the Commonwealth of Massachusetts as of the date first written above.

BANKBOSTON, N.A.

By:  DIRECTOR

LEGAL SEA FOODS, INC.

By: 

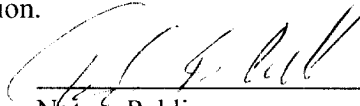
TRADEMARK

REEL: 1771 FRAME: 0890

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

The foregoing Partial Release of Assignment For Security (Trademarks) was executed and acknowledged before me this November 2, 1998 by Roger S. Bukowatz, personally known to me to be the President & CEO of LEGAL SEA FOODS, INC., a Delaware corporation, on behalf of such corporation.

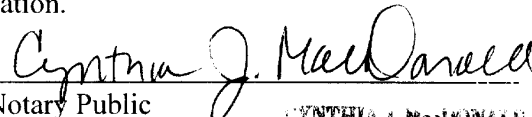


Notary Public
My commission expires: May 6, 2000

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

The foregoing Partial Release of Assignment For Security (Trademarks) was executed and acknowledged before me this November 4, 1998 by Jeffrey R. Westling, personally known to me to be a Director and Vice President of BANKBOSTON, N.A., a national banking association, on behalf of such national banking association.



Notary Public
My commission expires: NOTARY PUBLIC
CYNTHIA J. MacDONELL
NOTARY PUBLIC
My Commission Expires Oct. 8, 2000

SCHEDULE A

<u>MARK</u>	<u>SERIAL NUMBER FILING DATE</u>	<u>REGISTRATION NO. REGISTRATION DATE</u>
Fanatics For Freshness (Class 042)	74/010,771 12/14/89	1,616,219 10/02/90
Costa Rican Gold & Design (Class 030)	74/211,673 10/10/91	
If it isn't fresh, it isn't Legal (Class 042)	751,456 09/12/88	1,537,811 05/02/89
If its not fresh, its not Legal (Class 042)	336,192 11/09/81	1,215,395 11/02/82
Legal (Class 042)	336,191 11/09/81	1,215,394 11/02/82
Design (Class 042)	069,928 11/24/75	1,058,761 02/08/77
Legal Sea Foods (Class 042)	067,713 11/03/75	1,060,132 02/22/77
Cuisineast (Class 042)	74/488,456 02/09/94	
Cuisineast & Design (Class 042)	02/09/94	