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FORM PTO-1594 (Rev. 8-83) OMB No. 551-0011 (excl. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

FILED 1-7-99

1. Name of conveying party(ies):

Homarus, Inc. 76 Kisco Avenue Mt. Kisco NY 10549

2. Name and address of receiving party(ies)

Chase Venture Capital Associates, L.P.

Internal Address: c/o Chase Capital Partners

Street Address: 380 Madison Avenue 12th Floor

City: NY State: NY ZIP: 10017

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date:

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

If assignee is not determined in the United States, a domestic representative designation is attached:

(Designations must be a separated document from assignment) Additional name(s) & address(es) attached?

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

A. Trademark Application No.(s) 75/290,058

B. Trademark Registration No. (s) 1,606,546

Additional numbers attached? Yes No

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

Name: Robert Alfaron

Internal Address: O'Sullivan Graev & Karabel, LLP

Street Address: 30 Rockefeller Plaza, 24th Floor

City: NY State: NY ZIP: 10112

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

1/14/1999 ENCLIVEN 00000300 75290058 01 FC:481 40.00 OP 02 FC:482 25.00 OP

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.

Robert Buccarelli Name of Person Signing

Robert Buccarelli Signature

1/4/99 Date

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

9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY AGREEMENT

WHEREAS, Homarus, Inc., a corporation formed under the laws of New York, located at 76 Kisco Avenue, Mt. Kisco, New York 10549 ("Company"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company and Marshall Smoked Fish Co., Inc. ("Marshall") are obligated to Lender (each term as hereinafter defined) pursuant to, inter alia, (i) a certain 10% Subordinated Promissory Note, dated the date hereof, issued by Company and Marshall in favor of Chase Venture Capital Associates, L.P. (the "Lender"), (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Company in favor of Lender and (iii) in respect of a Guaranty dated as of November 13, 1998, issued by the Lender in favor of LaSalle Business Credit, Inc. (as amended, modified or supplemented from time to time, the "Guaranty") (as each may be amended, modified or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements and as inducement to execute the Note and extend the term of the Guaranty, Company is granting to Lender for the benefit of Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby collaterally assign unto Lender for the benefit of Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which collateral assignment and security interest shall secure all the obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Company expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Collateral Assignment of Security Agreement as of the day and year first above written.

HOMARUS, INC.

Witness:

Michael Kraft

By:

Raynard D. Benvenuti

Name: Raynard D. Benvenuti

Title: President

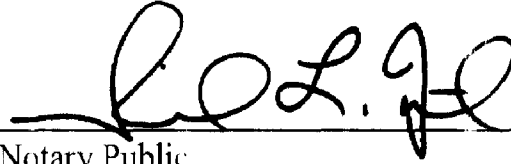
STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On this ⁴~~30~~ day of ~~December~~, ^{January} 1999, before me personally came Raynard D.

Benvenuti, to me known, who, being by me duly sworn, did depose and say that he is the President of Homarus, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public


NICOLE L. FENTON
NOTARY PUBLIC, State of New York
No. 02785089334
Qualified in New York County
Commission Expires Dec. 8, 1999

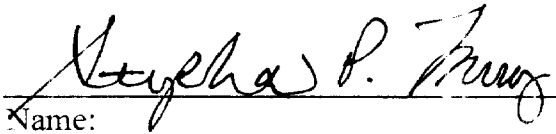
IN WITNESS WHEREOF, the parties hereto have executed this Trademark
Collateral Assignment of Security Agreement as of the day and year first above written.

**CHASE VENTURE CAPITAL
ASSOCIATES, L.P.**

By: **CHASE CAPITAL PARTNERS,**
its General Partner

Witness



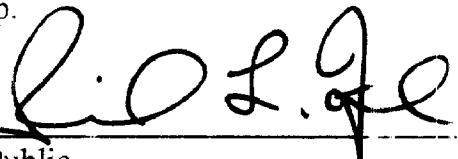
By: 

Name:

Title:

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

Before me, the undersigned, on this ^{24th} ~~30th~~ day of ^{January 1999} ~~December, 1998~~, personally appeared Stephen Murray, to me known personally, and who being by me duly sworn, deposes and says that he is the General Partner of Chase Capital Partners, the General Partner of Chase Venture Capital Associates, L.P., and that he was authorized to sign his name thereto on behalf of said Limited Partnership.



Notary Public

My Commission Expires:

NICOLE L. FENTON
NOTARY PUBLIC, State of New York
No. 02FB5089334
Qualified in New York County
Commission Expires Dec. 8, 1999

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated January 4, 1999, by and between Homarus, Inc. and Chase Venture Capital Associates, L.P., as Lender.

<u>Reg. No. or Application No.</u>	<u>Reg. or Mark</u>	<u>Filing Date</u>
1,606,546	HOMARUS	07/17/90
75/290,058	Fish/Bagel logo	05/12/97

SPECIAL POWER OF ATTORNEY

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

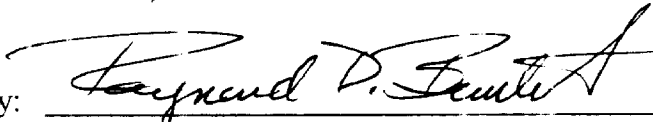
KNOW ALL MEN BY THESE PRESENTS, that Homarus, Inc., a corporation formed under the laws of New York, with its principal office at 76 Kisco Avenue, Mr. Kisco, New York, New York 10549 (hereafter called "Company"), pursuant to a Trademark Collateral Security Agreement, dated the date hereof (as amended, modified, restated or supplemented from time to time, the "Trademark Agreement"), hereby appoints and constitutes Chase Venture Capital Associates, L.P., with offices at 380 Madison Avenue, 12th Floor, New York, New York (hereafter called the "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

1. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Trademarks listed on Schedule A of the Trademark Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Trademark Agreement and may not be revoked until the payment in full of all Obligations as defined in such Trademark Agreement.

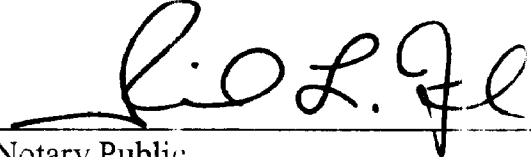
HOMARUS, INC.

By: 
Name: Raymond D. Benvenuti
Title: President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On this 4th day of ~~December~~ ^{January}, 1999, before me personally came Raynard D. Benvenuti, to me known, who, being by me duly sworn, did depose and say that he is the President of Homarus, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

NICOLE L. FENTON
NOTARY PUBLIC, State of New York
No. 02785089334
Qualified in New York County
Commission Expires Dec. 8, 1999