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attached original documents or copy thereof.

Tab settings

To the Honorable Commissioner of

1. Name of conveying party(ies):

EASTERN FISH COMPANY 300 FRANK W. BURR BOULEVARD TEANECK, NJ 07666

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State NEW JERSEY, 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: OCTOBER 5, 1999

4. Application number(s) or patent n

A. Trademark Application No.(s)

10-15-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

B. Trademark Registration No.(s)

1,372,852

Additional numbers attached? Yes No

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

Name: CSC

Internal Address: 80 STATE ST 6TH FLOOR

Street Address:

City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved:



7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

10/20/1999 #11 0000073 1372852

DO NOT USE THIS SPACE

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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.

Candyn De Groot Name of Person Signing

Candyn De Groot Signature

10-13-99 Date

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

14

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

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of the 5<sup>th</sup> day of October, 1999, by EASTERN FISH COMPANY, a New Jersey corporation ("Borrower"), having a mailing address at 300 Frank W. Burr Boulevard, Teaneck, NJ 07666, and delivered to FIRST UNION NATIONAL BANK, as Agent, 1339 Chestnut Street, Philadelphia, PA, 19103 ("Secured Party").

### BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith among Borrower, the Lenders now or hereafter party thereto and Secured Party (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Secured Party a lien on and security interest in certain assets of Borrower associated with or relating to products leased or sold or services provided under Borrower's trademarks and the goodwill associated therewith, and under which Secured Party is entitled to foreclose or otherwise deal with such assets, trademarks, servicemarks and tradenames under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Secured Party is acquiring a lien on, and security interest in, the Trademarks, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of the Obligations, and desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Borrower grants a lien and security interest to Secured Party in all of its present and future right, title and interest in and to the Trademarks, together with all the

goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits, (collectively the "Collateral").

2. Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect and otherwise perform all of its obligations and undertakings under this Agreement until all of the Obligations are indefeasibly paid and satisfied in full and the Revolving Credit has been terminated.

3. Borrower represents, warrants and covenants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms; and

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks.

4. Borrower further covenants that:

(a) Until all of the Obligations have been indefeasibly paid and satisfied in full and the Revolving Credit has been terminated, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement.

(b) If Borrower acquires rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Secured Party written notice promptly upon its first use thereof along with an amended Schedule "A".

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Secured Party that an Event of Default has occurred and is continuing under the Loan Agreement and that Secured Party has elected to exercise its rights hereunder, Borrower shall

continue to have the exclusive right to use the Trademarks and Secured Party shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Secured Party.

7. Following the occurrence and during the continuance of an Event of Default under the Loan Agreement, Secured Party, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State whose law governs the interpretation of the Loan Agreement, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon or otherwise exercise its rights against the Trademarks covered hereby. For such purposes, Borrower authorizes and empowers Secured Party, its successors and assigns, and any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, assignments, documents, papers and instruments necessary for Secured Party to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on Borrower's behalf a trademark assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full and the Revolving Credit is terminated.

8. This Agreement shall not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Secured Party shall be in addition to any rights and remedies granted under the Loan Documents and shall be cumulative. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon full and unconditional satisfaction of all of the Obligations and termination of the Line of Credit, Secured Party shall execute and deliver to Borrower all documents reasonably necessary to terminate Secured Party's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation and execution of this Agreement and all other documents relating hereto, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining,

preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Secured Party's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the contractual per annum rate prescribed in the Loan Agreement applicable to the Line of Credit.

12. Subject to any applicable terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter to preserve and maintain all rights in the Trademarks, and upon reasonable request of Secured Party, Borrower shall make federal application on registrable but unregistered trademarks belonging to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Trademark without the prior written consent of the Secured Party.

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Secured Party may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this paragraph.

14. If an Event of Default is outstanding under the Loan Agreement, Secured Party may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Secured Party's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Secured Party in full for all reasonable costs and expenses, including attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Borrower and Secured Party nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Secured Party or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

19. Borrower and Secured Party each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties under this Agreement.

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

EASTERN FISH COMPANY

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

Print Name

and Title: \_\_\_\_\_

ERIC Bloom, PRESIDENT

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Pennsylvania : SS  
COUNTY OF Philadelphia :

On this 5<sup>th</sup> of October, 1999, before me personally appeared Eric Bloom, to me known and being duly sworn, deposes and says that s/he is President of Eastern Fish Company, a New Jersey corporation, that s/he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that s/he signed the Agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Elizabeth T. Osborne  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
ELIZABETH T. OSBORNE, Notary Public  
City of Philadelphia, Phila County  
My Commission Expires Nov. 30, 2000

SCHEDULE A

INTELLECTUAL PROPERTY

U. S. Trademark Registration for Sale (Stylized).

Registration No. 1,372,852 - Registered November 25<sup>th</sup>, 1985; Renewal of this registration will be due by November 26<sup>th</sup>, 2005.



Exhibit 1

TRADEMARK ASSIGNMENT

WHEREAS, Eastern Fish Company, a New Jersey corporation ("Grantor") is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith issued under and pursuant to the Power of Attorney.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

EASTERN FISH COMPANY

By: \_\_\_\_\_  
Attorney-in-fact

STATE OF :  
 : S.S.  
COUNTY OF :

On this     day of     ,     before me, a Notary Public for the said County and State, personally appeared

          known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Eastern Fish Company ("Grantor") and s/he acknowledged to me that s/he executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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Notary Public

My Commission Expires:

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SCHEDULE A

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Registration No. 1,372,852 - Registered November 25<sup>th</sup>, 1985; Renewal of this registration will be due by November 26<sup>th</sup>, 2005.

POWER OF ATTORNEY

EASTERN FISH COMPANY, a New Jersey corporation, ("Grantor"), hereby authorizes FIRST UNION NATIONAL BANK, as Agent, its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, in each case subject to the terms of the Trademark Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

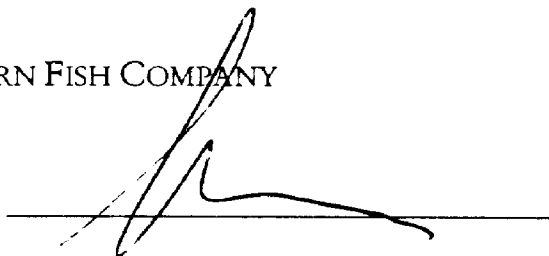
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 5<sup>th</sup> day of October, 1999.

EASTERN FISH COMPANY

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



CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *Pennsylvania* : SS  
COUNTY OF *Philadelphia* :

On this 5<sup>th</sup> of October, 1999, before me personally appeared *Eric Bloom*, to me known and being duly sworn, deposes and says that s/he is *President* of EASTERN FISH COMPANY, the Grantor corporation described in the foregoing Power of Attorney; that s/he knows the seal of the corporation; that the seal so affixed to the Power of Attorney is such corporate seal; that s/he signed the Power of Attorney and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

*Elizabeth T. Osborne*  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
ELIZABETH T. OSBORNE, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Nov. 30, 2000

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Name EASTERN FISH COMPANY

Reference Number 405526/005