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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

03-17-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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OPR/FINANCE RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name Neptune Fisheries, Inc. Execution Date
Month Day Year
09 30 99

- Formerly
- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization Virginia

Receiving Party

Mark if additional names of receiving parties attached

Name Brilliant Sales & Marketing, Inc.

- DBA/AKA/TA
- Composed of
- Address (line 1) P. O. Box 364
- Address (line 2)
- Address (line 3) Sudbury MA 01776
City State/Country Zip Code
- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
 - Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization Massachusetts

03/16/2000 DCDATES 00000196 910183

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002035 FRAME: 0933

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="910183"/>	<input type="text" value="1245521"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="970290"/>	<input type="text" value="1342957"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1064581"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Heidi A. Schiller
Name of Person Signing


Signature

2/7/00
Date Signed

TERMINATION OF COLLATERAL ASSIGNMENT OF TRADEMARKS

(SECURITY AGREEMENT)

This TERMINATION OF COLLATERAL ASSIGNMENT OF TRADEMARKS (Security Agreement) is made this 30th day of September, 1999 by Neptune Fisheries, Inc. ("Neptune"), a Virginia corporation, presently having its principal place of business at 5714 Curlew Drive, Norfolk, VA 23502 (formerly at 802 Jefferson Avenue, Newport News, VA 23607).

WHEREAS, by Collateral Assignment of Trademarks (Security Agreement) dated September 26, 1994 ("Agreement") between Brilliant Sales & Marketing, Inc., a Massachusetts corporation, having a principal place of business at 56 Kearney Road, Needham, MA 02194 ("Brilliant"), Brilliant assigned to Neptune all the United States and foreign trademarks and trademark registrations as set forth on schedule A attached hereto ("Trademarks") as collateral to secure its liabilities, debts and obligations to Neptune;

WHEREAS, Brilliant has sufficiently satisfied its liabilities, debts and obligations to Neptune that Neptune is willing to terminate the Agreement and release its lien on the Trademarks.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Neptune hereby releases and terminates the Agreement and assignment of the Trademarks, effective as of the date hereof. Furthermore, Neptune hereby quitclaims to Brilliant its entire right, title and interest, if any, to the Trademarks which it may have been pursuant to the Agreement, it being the intent of Neptune to relinquish all of its right, title and interest, if any, in the Trademarks to Brilliant.

2. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the Commonwealth of Virginia, except that no doctrine or choice of law shall be used to apply the laws of any other state or jurisdiction, except the Federal laws of the United States of America applicable to trademarks. Venue for any dispute arising hereunder shall be in the Circuit Court of the City of Norfolk, Virginia, of the United States District Court for the Eastern District of Virginia (Norfolk Division).

IN WITNESS WHEREOF, we have hereunto entered and sealed as of the date first written.

NEPTUNE FISHERIES, INC.

By: 
Robin F. West, President

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SEP 29 1994

SCHEDULE A

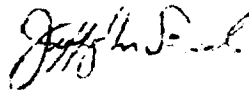
<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
BRILLIANT	910,183	03/16/71	U.S.A.
BRILLIANT	178,694	10/08/71	Canada
SHRIMPO'S	970,290	10/09/73	U.S.A.
GOURMET KITCHENS	1,064,581	04/26/77	U.S.A.
BRILLIANT & Design	1,072,815	09/06/77	U.S.A.
BOSTON HARBOR	1,267,309	02/14/84	U.S.A.
SHRIMP POPS	1,245,521	07/12/83	U.S.A.
SHRIMPO'S	1,342,957	06/18/85	U.S.A.

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REEL 0685 FRAME 793
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