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

07-28-2000

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

6·30·00

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

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

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 06 20 2000

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Brilliant Sales & Marketing, Inc.

Execution Date Month Day Year: 06 20 2000

Formerly:

1342957

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Massachusetts

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Neptune FIsheries, Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 5714 Curlew Drive

Address (line 2):

Address (line 3): Norfolk (City) Virginia (State/Country) 23502 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] 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.)*

[X] Citizenship/State of Incorporation/Organization: Virginia

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07/27/2000 DNGUYEN 00000152 1342957

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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. 20231

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 757-486-7055

Name Stewart M Kahn, Esquire

Address (line 1) Inman & Strickler,P.L.C.

Address (line 2) 2840 S. Lynnhaven Road

Address (line 3) Virginia Beach, VA 23452

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)		
			1342957	1245521	1072 815
			1064581	970290	910183

Number of Properties

Enter the total number of properties involved. # 6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 165.00

Method of Payment: Enclosed [X] 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.

Stewart M. Kahn, Esquire		6/27/00
Name of Person Signing	Signature	Date Signed

COLLATERAL ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that BRILLIANT SALES & MARKETING, INC. ("Assignor"), a Massachusetts corporation, hereby assigns and transfers to NEPTUNE FISHERIES, INC. ("Neptune"), a Virginia corporation, whose address is 5714 Curlew Drive, Norfolk, Virginia 23502 (Attn: Mrs. Robin F. West), as collateral under and subject to the terms of that certain Loan and Security Agreement, dated June 20, 2000, between Assignor and Neptune ("Agreement"), all of Assignor's right, title and interest in and to all existing and future trademarks, service marks, copyrights, trade secrets and other intellectual property (collectively, "Intellectual Property") in which Assignor has any interest, including all trademarks of Assignor that are now or hereafter registered in the United States Patent and Trademark Office, together with all common law rights of Assignor in its marks, the business and good will symbolized thereby, and all past, present, and future claims of Assignor pertaining to the Intellectual Property (including claims against third parties for past infringement). Assignor represents and warrants to Neptune that all marks of Assignor currently registered or applied for are listed on Exhibit A attached hereto and by reference incorporated herein.

Assignor represents and warrants to Neptune that except as expressly provided otherwise in the Agreement, the Intellectual Property transferred hereby as collateral under the Agreement is the exclusive property of Assignor and is not encumbered by, and will remain throughout the Agreement unencumbered by, any other liens or encumbrances.

Assignor acknowledges and agrees that it shall have the duty, through counsel acceptable to Neptune: (a) to prosecute diligently any application with respect to any patents or trademarks pending as of the date of this Agreement or thereafter until the "Obligations" (as defined in the Agreement) shall have been satisfied in full, (b) to make any necessary federal application with respect thereto, (c) to file and prosecute opposition and cancellation proceedings, and (d) to do any and all other acts which are necessary or desirable to preserve and maintain all rights in all of the Intellectual Property. Any expenses incurred in connection with the Intellectual Property shall be borne by Assignor, and Assignor shall promptly, upon demand, reimburse and indemnify Neptune for all damages, costs and expenses incurred by Neptune in connection with the Intellectual Property. Assignor shall not abandon all or any part of the Intellectual Property without the prior written consent of Neptune.

Assignor hereby authorizes and empowers Neptune, upon an "Event of Default"

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(as defined in the Agreement), to make, constitute and appoint any officer or agent of Neptune (as Neptune may select in its sole and absolute discretion), as Assignor's true and lawful attorney-in- fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Neptune: (a) to use the Intellectual Property, (b) to grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone else, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of the Agreement, and may be revoked only in a writing signed by Assignor and acknowledged and agreed to in writing by Neptune.

Applicant and Neptune hereby appoint Stewart M. Kahn, Esquire, Inman & Strickler, P.L.C. , 2840 South Lynnhaven Road, Virginia Beach, Virginia 23542-6715, (757.486.7055), a member of the Bar of the Commonwealth of Virginia, to prosecute this Assignment, transact all business in the Patent and Trademark Office in connection herewith, and to receive a confirmation of recordation of this instrument.

IN WITNESS WHEREOF, this instrument has been signed on behalf of Assignor as of June 20, 2000.

BRILLIANT SALES & MARKETING, INC.

By: _____
James Randazzo, President

ACCEPTED AND AGREED:
Neptune Fisheries, Inc

By: _____
Robin F. West, President

Commonwealth of Massachusetts
~~STATE OF MICHIGAN~~
CITY/COUNTY OF Suffolk,

The undersigned, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that personally appeared before me, James Randazzo, who being by me first duly sworn declared that he is the President of Brilliant Sales & Marketing, Inc., the Assignor, that he signed the foregoing document as President of the corporation.

Signed before me this 20 day of June, 2000.

Valerie S. Rhault
Notary Public Valerie S. Rhault

My Commission Expires: 11-4-05

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK

The undersigned, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that personally appeared before me, Robin F. West, who being by me first duly sworn declared that she is the President of Neptune Fisheries., the Secured Party, that she signed the foregoing document as President of the corporation.

Signed before me this 23rd day of June, 2000.

Angela L. Moore
Notary Public

My Commission Expires:
2/29/04

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EXHIBIT A

MARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
BRILLIANT	910,183	03/16/71	USA
BRILLIANT	178,694	10/08/71	CANADA
SHRIMPO's	970,290	10/09/73	USA
GOURMET KITCHENS	1,064,581	04/26/77	USA
BRILLIANT & DESIGN	1,072,815	09/06/77	USA
SHRIMP POPS	1,245,521	07/12/83	USA
SHRIMPO's	1,342,957	06/18/85	USA

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