

11-12-2002



102278512 TRADEMARK

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. 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): Brilliant Sales & Marketing, Inc. 11-4-02
Individual(s) Association General Partnership Limited Partnership Corporation-State - Massachusetts Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Neptune Fisheries, Inc. Internal Address: Street Address: 5714 Curlew Drive City: Norfolk State: VA Zip: 23502
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Virginia Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: September 26, 2002(09/26/02)

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 72341139 72436888 73089316 73089317 73342372 1342957 B. Trademark Registration No.(s) 910183 970290 1064581 1072815 1245521 1342957
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Stewart M. Kahn, Esquire Internal Address: Street Address: 575 Lynnhaven Parkway, Suite 200 City: VA Beach State: VA Zip: 23452

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41): \$ 165.00 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

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. Stewart M. Kahn, Esquire Signature Date 10/30/02

11/08/2002 DRYRNE 00000250 72341139 40.00 125.00

Total number of pages including cover sheet, attachments, and document: 5
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS

WHEREAS, Brilliant Sales & Marketing, Inc., a Massachusetts corporation ("Assignor"), claims an ownership interest in all rights, title and interest in and to the trademarks registered and applications pending in the United States Patent and Trademark Office, together with the goodwill of the business appurtenant thereto listed on Exhibit A attached hereto and by reference incorporated herein ("Trademarks"), subject to the terms of a Collateral Assignment of Trademarks ("Collateral Assignment") dated June 20, 2000 in favor of Neptune Fisheries, Inc., a Virginia corporation ("Assignee").

WHEREAS, Assignor is in default under the terms of the Collateral Assignment; and

WHEREAS, Assignor desires to transfer its entire right, title and interest in the Trademarks to Assignee in satisfaction of its obligations under the Collateral Assignment and Assignee is willing to accept such assignment.

NOW, THEREFORE, TO ALL TO WHOM IT MAY CONCERN, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, in hand paid by said Assignee, Assignor has sold, assigned, transferred and conveyed and by these presents does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, its entire worldwide right, title and interest in the Trademarks and all applications for trademarks, and any reissues thereof as well as in and to any and all applications for trademarks registrations filed in the United States and foreign countries for said Trademarks including all priority rights under the Paris Convention and all ancillary "know how" related to the Trademarks, and all trademarks

registrations which may be granted in foreign countries therefore, and in and together with all claims for damages by reason of past infringement of said marks with the right to sue for, and collect the same for its own use and behalf, and for use and behalf of its successors, assigns and other legal representatives, TO HAVE AND TO HOLD THE SAME to the full end of the term or terms for which any and all said Trademarks registrations may be granted;

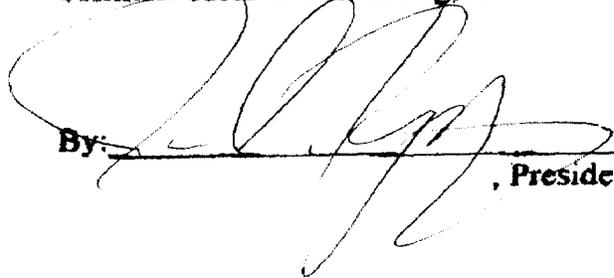
AND, the said Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to record that Assignee is the assignee of Assignor's entire right, title and interest in and to the Trademarks and trademarks applications for the sole use and benefit of Assignee, its successors and assigns together with the goodwill of the business appurtenant to each of the foregoing;

AND, for the consideration aforesaid, Assignor does hereby covenant and agree to and with Assignee that it has the full power to make this assignment, and that the rights assigned are not encumbered by any grant, license or right heretofore given (other than those in favor of Assignee), and that Assignor shall and will do all lawful acts and things to make, execute and deliver without further compensation, and any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments, and other documents which, in the opinion of counsel for Assignee, its successors and assigns, may be required or necessary to more effectively secure and to vest in said Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks, rights, benefits, privileges and advantages hereby sold, transferred and conveyed, and that Assignor shall execute any applications for reissue which may be desired by the owner of the Trademarks which may be registered.

AND, Assignor further represents and warrants that: (a) the intellectual property is subsisting and is not invalid and unenforceable, in whole or in part; (b) the Assignor has not previously licensed, assigned, transferred, conveyed or otherwise encumbered such right, title and interest, (c) the Assignor is the sole and exclusive owner of the intellectual property, all of which is free and clear of any liens, charges and encumbrances (other than those in favor of Assignee), and no other person or entity has or shall have any claim of ownership with respect to the intellectual property, and the intellectual property does not infringe any rights owned or possessed by any third party; and (e) there are no claims, judgments or settlements to be paid by the licensor or pending claims or litigation relating to the intellectual property.

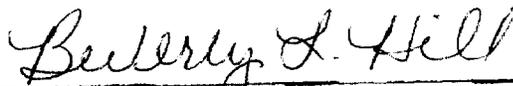
IN WITNESS WHEREOF, Brilliant Sales & Marketing, Inc., by its President, has hereunto set his hand and seal this 26 day of September, 2002.

Brilliant Sales & Marketing, Inc.

By:  , President

COMMONWEALTH/STATE OF MICHIGAN
CITY/COUNTY OF MIDLAND ; to wit:

Subscribed to and sworn before me, a notary public, this 26th day of September, 2002 by JAEMS G RANDAZZO, President of Brilliant Sales & Marketing, Inc
ID WITH DR LIC#R-532-367-270-630



Notary Public BEVERLY L. HILL
Beverly L. Hill

Notary Public, Midland County, Michigan
My Commission Expires July 26, 2005

My Commission Expires: JULY 24, 2005

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Exhibit A
to
Assignment of Trademarks
By
Brilliant Sales & Marketing, Inc.
to
Neptune Fisheries, Inc.

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