

12-31-2002



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

R. 102324892 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Legal Sea Foods, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State (Massachusetts) 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: December 29, 1986

2. Name and address of receiving party(ies)

Name: Legal Sea Foods, Inc.

Internal Address:

Street Address: 33 Everett Street

City: Allston State: MA Zip: 02134

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

OFFICE OF PUBLIC RECORDS 2007 DEC 23 AM 10:14 FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,215,395

Additional number(s) attached Yes No

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

Name: Weingarten, Schurgin, Gagnebin & Lebovici LLP

Internal Address:

Street Address: Ten Post Office Square

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved:

1

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)

9. Statement and signature \$6.00 OP

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.

Stanley M. Schurgin Name of Person Signing

Signature

12/16/02 Date

Total number of pages including cover sheet, attachments, and document: 10

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

LSF-TC06XX SMS/pjb

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AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Merger Agreement"), dated as of December 29, 1986, is between Legal Sea Foods, Inc., a Delaware corporation ("LSF/Delaware"), Legal Sea Foods, Inc., a Massachusetts corporation ("LSF/Massachusetts"), Legal Sea Foods at Burlington, Inc., a Massachusetts corporation ("LSF/Burlington"), Legal Sea Foods at Chestnut Hill, Inc., a Massachusetts corporation ("LSF/Chestnut Hill"), Legal Sea Foods at Kendall Square, Inc., a Massachusetts corporation ("LSF/Kendall Square"), Legal Sea Foods at Park Square, Inc., a Massachusetts corporation ("LSF/Park Square"), Legal Sea Foods at Worcester, Inc., a Massachusetts corporation ("LSF/Worcester"), and R.M.R. Fisheries, Inc., a Massachusetts corporation ("RMR"). LSF/Burlington, LSF/Chestnut Hill, LSF/Kendall Square, LSF/Park Square, LSF/Worcester, and RMR are hereafter sometimes collectively referred to as the "Subsidiary Corporations", and LSF/Delaware, LSF/Massachusetts and the Subsidiary Corporations are hereafter sometimes collectively referred to as the "Constituent Corporations".

WHEREAS, LSF/Delaware is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, LSF/Massachusetts and each of the subsidiary Corporations are corporations duly organized and existing under the laws of the Commonwealth of Massachusetts; and

WHEREAS, on the date of this Merger Agreement LSF/Delaware has authority to issue 18,000,000 shares, consisting of 15,000,000 shares of Common Stock, \$.01 par value per share ("LSF/Delaware Common Stock"), 100 of which shares are issued and outstanding, and 3,000,000 shares of Preferred Stock, \$.01 par value per share, none of which shares are issued and outstanding; and

WHEREAS, on the date of this Merger Agreement, LSF/Massachusetts has authority to issue 7,500 shares, consisting of 7,500 shares of Common Stock, no par value ("LSF/Massachusetts Common Stock"), 1,000 of which shares are issued and outstanding; and

WHEREAS, on the date of this Merger Agreement LSF/Burlington has authority to issue 15,000 shares, consisting of 15,000 shares of Common Stock, no par value ("LSF/Burlington Common Stock"), 15,000 of which shares are issued and outstanding; and

WHEREAS, on the date of this Merger Agreement LSF/Chestnut Hill has authority to issue 12,500 shares, consisting of 12,500 shares of Common Stock, no par value ("LSF/Chestnut Hill Common Stock"), 1,000 of which are issued and outstanding; and

WHEREAS, on the date of this Merger Agreement, LSF/Kendall Square has the authority to issue 12,500 shares, consisting of 12,500 shares of Common Stock, no par value ("LSF/Kendall Square Common Stock"), 1,000 of which are issued and outstanding; and

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WHEREAS, on the date of this Merger Agreement, LSF/Park Square has authority to issue 12,500 shares, consisting of 12,500 shares of Common Stock, no par value ("LSF/Park Square Common Stock"), 1,000 of which are issued and outstanding; and

WHEREAS, on the date of this Merger Agreement, LSF/Worcester has authority to issue 15,000 shares, consisting of 15,000 shares of Common Stock, no par value ("LSF/Worcester Common Stock"), 15,000 of which are issued and outstanding; and

WHEREAS, on the date of this Merger Agreement, RMR has authority to issue 12,500 shares, consisting of 12,500 shares of Common Stock, no par value ("RMR Common Stock"), 1,000 of which are issued and outstanding; and

WHEREAS, the respective Boards of Directors of LSF/Delaware, LSF/Massachusetts and each of the Subsidiary Corporations have determined that it is advisable and in the best interests of each of such corporations that LSF/Massachusetts and each of the Subsidiary Corporations merge in a tax-free reorganization with and into LSF/Delaware upon the terms and subject to the conditions of this Merger Agreement for the purpose of effecting the reincorporation of LSF/Massachusetts and the Subsidiary Corporations as a single corporation in the State of Delaware; and

WHEREAS, the respective Boards of Directors of LSF/Delaware, LSF/Massachusetts and each of the Subsidiary Corporations have, by resolutions duly adopted, approved this Merger Agreement, and the shareholders of LSF/Delaware, LSF/Massachusetts, and each of the Subsidiary Corporations have, by vote of at least two-thirds of the shares entitled to vote, approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, LSF/Delaware, LSF/Massachusetts and each of the Subsidiary Corporations hereby agree as follows:

1. Merger. LSF/Massachusetts and each of the Subsidiary Corporations shall be merged with and into LSF/Delaware (the "Merger"), and LSF/Delaware shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The Merger shall become effective at 11:59 p.m. on December 31, 1986, which time and date shall be specified in the filing of such documents as may be required under applicable law ("Effective Time").

2. Governing Documents. The Certificate of Incorporation of LSF/Delaware, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws, and the Bylaws of LSF/Delaware, as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

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3. Succession. At the Effective Time, the separate corporate existence of LSF/Massachusetts and each of the Subsidiary Corporations shall cease, and LSF/Delaware shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, disabilities and duties of LSF/Massachusetts and each of the Subsidiary Corporations; and all and singular, the rights, privileges, powers and franchises of LSF/Massachusetts and each of the Subsidiary Corporations, and all property, real, personal and mixed, and all debts due to LSF/Massachusetts and each of the Subsidiary Corporations on whatever account, as well as for share subscriptions and all other things in action or belonging to LSF/Massachusetts and each of the Subsidiary Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of LSF/Massachusetts and each of the Subsidiary Corporations, and the title to any real estate vested by deed or otherwise, under the laws of the State of Delaware, in LSF/Massachusetts and each of the Subsidiary Corporations, shall not revert or be in any way impaired by reason of the General Corporation Law of the State of Delaware; but all rights of creditors and all liens upon any property of LSF/Massachusetts and each of the Subsidiary Corporations shall be preserved unimpaired; and all debts, liabilities and duties of LSF/Massachusetts and each of the Subsidiary Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of LSF/Massachusetts and each of the Subsidiary Corporations, their shareholders, Boards of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of LSF/Delaware and shall be effective and binding thereon as the same were with respect to LSF/Massachusetts and each of the Subsidiary Corporations. The employees and agents of LSF/Massachusetts and each of the Subsidiary Corporations shall become the employees and agents of LSF/Delaware and continue to be entitled to the same rights and benefits which they enjoyed as employees of LSF/Massachusetts and each of the Subsidiary Corporations.

4. Further Assurances. From time to time, as and when required by LSF/Delaware, or by its successors, and assigns, there shall be executed and delivered on behalf of LSF/Massachusetts and each of the Subsidiary Corporations such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in LSF/Delaware the title to and possession of all property, interest, assets, rights, privileges, immunities,

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powers, franchises and authority of LSF/Massachusetts and each of the Subsidiary Corporations, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of LSF/Delaware are fully authorized in the name and on behalf of LSF/Massachusetts and each of the Subsidiary Corporations to take any and all such action and to execute and deliver any and all deeds and other instruments.

5. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) Each share of LSF/Massachusetts Common Stock outstanding immediately prior to the Effective Time shall be changed and converted into and shall be one (1) fully-paid and non-assessable share of LSF/Delaware Common Stock.

(b) Each share of stock of each of the Subsidiary Corporations outstanding immediately prior to the Effective Time shall be cancelled.

(c) The 100 shares of LSF/Delaware Common Stock presently issued and outstanding in the name of George H. Berkowitz shall be given to LSF/Delaware as a capital contribution and shall be cancelled and resume the status of authorized and unissued shares of LSF/Delaware Common Stock, and no shares of LSF/Delaware Common Stock or other securities of LSF/Delaware shall be issued in respect thereof.

6. Stock Certificates. At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of LSF/Massachusetts Common Stock shall be presented to the Surviving Corporation to be exchanged for certificates representing shares of LSF/Delaware Common Stock as converted as herein provided. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered to transfer or otherwise accounted for to LSF/Delaware or its transfer agents, have and be entitled to exercise any voting and other rights with respect to and to receive any dividends and other distributions upon the shares of LSF/Delaware Common Stock evidenced by such outstanding certificate as above provided. All certificates representing shares of LSF/Massachusetts and LSF/Delaware immediately prior to the Effective Time shall be surrendered to LSF/Delaware for cancellation; at and after the Effective Time, the shares represented by such certificates shall be deemed to be cancelled whether or not the certificates have been surrendered or otherwise accounted for.

7. Warrants and Options. Each warrant or option to purchase shares of LSF/Massachusetts Common Stock which is outstanding immediately prior to the Effective Time, shall, by

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virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a warrant or option to purchase the same number of shares of LSF/Delaware Common Stock upon the same terms and subject to the same conditions and at the same warrant or option price per share, as in effect at the Effective Time. The same number of shares of LSF/Delaware Common Stock shall be reserved for issuance upon the exercise of such warrants and options as is equal to the number of shares of LSF/Massachusetts Common Stock so reserved as of the Effective Time. As of the Effective Time, LSF/Delaware hereby assumes said warrants and options and all obligations of LSF/Massachusetts under said warrants and option plans, including the outstanding options or awards or portions thereof granted pursuant to said warrants and options.

8. Employee Benefit Plans. As of the Effective Time, LSF/Delaware hereby assumes all obligations of LSF/Massachusetts and each of the Subsidiary Corporations under any and all employee benefit plans in effect as of the Effective time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time.

9. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

10. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either of LSF/Massachusetts, the Subsidiary Corporations or LSF/Delaware, or all of them, notwithstanding approval of this Merger Agreement by the stockholders of any of said corporations if circumstances arise which, in the opinion of the Board of Directors of LSF/Massachusetts, the Subsidiary Corporations or LSF/Delaware, make the Merger inadvisable.

11. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, LSF/Massachusetts, each of the Subsidiary Corporations and LSF/Delaware have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

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ATTEST:

Harriet Butler
Secretary

LEGAL SEA FOODS, INC.,
A Delaware
corporation

By *George H. Belmont*
President

ATTEST:

Harriet Butler
Clerk

LEGAL SEA FOODS, INC.,
A Massachusetts
corporation

By *George H. Belmont*
President

ATTEST:

Harriet Butler
Clerk

LEGAL SEA FOODS
AT BURLINGTON, INC.
A Massachusetts
corporation

By *George H. Belmont*
President

ATTEST:

Harriet Butler
Clerk

LEGAL SEA FOODS
AT CHESTNUT HILL, INC.,
A Massachusetts
corporation

By *George H. Belmont*
President

ATTEST:

Harriet Butler
Clerk

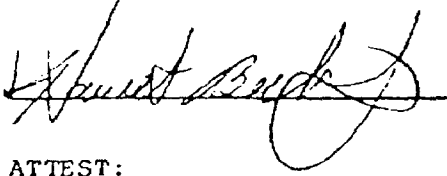
LEGAL SEA FOODS
AT KENDALL SQUARE, INC.,
A Massachusetts
corporation

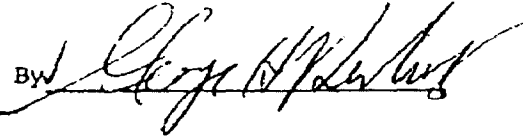
By *George H. Belmont*
President

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ATTEST:

LEGAL SEA FOODS
AT PARK SQUARE, INC.,
A Massachusetts
corporation

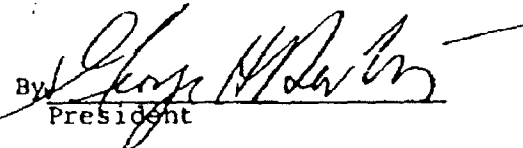

Clerk

By 
President

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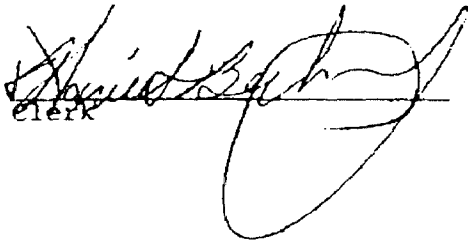
LEGAL SEA FOODS
OF WORCESTER, INC.,
A Massachusetts
corporation

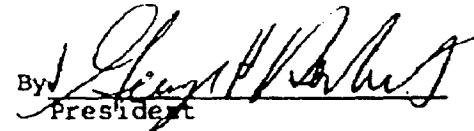

Clerk

By 
President

ATTEST:

R.M.R. FISHERIES, INC.,
A Massachusetts
corporation


Clerk

By 
President

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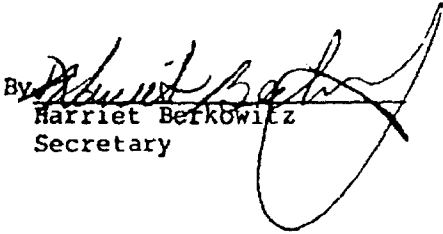
SECRETARY'S CERTIFICATE

I, Harriet Berkowitz, Secretary of Legal Sea Foods, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify as such Secretary and under the seal of the said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of said corporation by the President and attested to by the Secretary of said Legal Sea Foods, Inc., a corporation of the State of Delaware, was duly submitted to the sole stockholder of said Legal Sea Foods, Inc., pursuant to Title 8, Section 228 of the Delaware Corporation Law for the purpose of considering and taking action upon said Agreement of Merger, that one hundred (100) shares of Common Stock of said corporation were on the said date issued and outstanding and that the holder of all of said shares voted in favor of said Agreement and no holder of shares voted against same, the said affirmative vote representing at least a majority of the total number of shares of the outstanding capital stock of said corporation, and that thereby the Agreement of Merger was duly adopted as the act of the stockholders of said Legal Sea Foods, Inc. and the duly adopted agreement of the said corporation.

Witness my hand and the seal of said Legal Sea Foods, Inc. on this 29th day of December, 1986.

LEGAL SEA FOODS, INC.

(Corporate Seal)

By 
Harriet Berkowitz
Secretary

LEGAL SEA FOODS, INC.
1986
DELAWARE

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State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"LEGAL SEA FOODS AT BURLINGTON, INC.", A MASSACHUSETTS CORPORATION,

"LEGAL SEA FOODS AT CHESTNUT HILL, INC.", A MASSACHUSETTS CORPORATION,

"LEGAL SEA FOODS AT KENDALL SQUARE, INC.", A MASSACHUSETTS CORPORATION,

"LEGAL SEA FOODS AT PARK SQUARE, INC.", A MASSACHUSETTS CORPORATION,

"LEGAL SEA FOODS AT WORCESTER, INC.", A MASSACHUSETTS CORPORATION,

"LEGAL SEA FOODS, INC.", A MASSACHUSETTS CORPORATION,

"R.M.R. FISHERIES, INC.", A MASSACHUSETTS CORPORATION,

WITH AND INTO "LEGAL SEA FOODS, INC." UNDER THE NAME OF "LEGAL SEA FOODS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1986, AT 9 O'CLOCK A.M.



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A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 8322328

DATE: 02-07-97

RECORDED: 12/23/2002

TRADEMARK
REEL: 002640 FRAME: 0228