

04-09-2003



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

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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): Heller Financial, Inc.

4703

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Security Interest

Execution Date: 07/01/1997

2. Name and address of receiving party(ies)

Name: Bumble Bee Seafoods, Inc. Internal Address:

Street Address: 8899 University Center Lane

City: San Diego State: CA Zip: 92122

- 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 TRADE RECORDS FINANCE SECTION 001 009 -7 PM 2:19

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

A. Trademark Application No.(s) None

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name: Patrick C. Stephenson

Internal Address:

McGrath North Mullin & Kratz, PC LLO

Street Address: 1601 Dodge Street

Suite 3700 First National Tower

City: Omaha State: NE Zip: 68102

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Patrick C. Stephenson Name of Person Signing

Signature

4/2/03 Date

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

04/09/2003 6TON11 00000040 1576676

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

01 FC:8521 02 FC:8522

40.00 OP 175.00 OP

TRADEMARK REEL: 002707 FRAME: 0535

EXHIBIT

<u>Mark</u>	<u>Registration No.</u>
Design Only (Cat & Fiddle Design)	1,576,676
BUMBLE BEE & Design	1,010,513
HARPOON & Design	0,113,693
COMMERCE & Design	0,113,231
Design Only (Bee Design)	0,581,074
TUXEDO (Stylized)	0,555,078
CORAL (Stylized)	0,557,331
FIGARO	0,717,277

TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS AND COPYRIGHTS

TERMINATION AND RELEASE dated as of July 1, 1997, from Heller Financial, Inc., as Agent, located at 500 West Monroe Street, Chicago, Illinois 60661 (the "Secured Party") to Bumble Bee Seafoods, Inc., located at 8899 University Center Lane, San Diego, California 92122 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of May 15, 1991 (as heretofore amended, the "Existing Credit Agreement") among the Borrower, the lenders from time to time party thereto (the "Existing Lenders") and Secured Party, as agent for the Existing Lenders and that certain Credit Agreement dated May 7, 1997 (the "DIP Credit Agreement") among the Borrower, the lenders from time to time party thereto (the "DIP Lenders") and Secured Party, as agent for the DIP Lenders, a first priority security interest (the "Security Interest") was granted by the Borrower to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Secured Party now desires to terminate and release the Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Existing Credit Agreement and the DIP Credit Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms and subject to the conditions set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature in and to all of its now-owned or existing and hereafter acquired or arising:

(a) United States, state or foreign trademarks, service marks, trade names and brand names, (i) all registrations, applications, recordings and common-law rights relating thereto, including, without limitation, the registrations set forth on Schedule A; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Borrower's business connected with and symbolized by the foregoing.

(b) United States and foreign copyrights, rights under copyright, and related rights; (i) all registrations, applications and recordings relating thereto, including, without limitation, the registrations set forth on Schedule B; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world.

2. Release: For good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Existing Credit Agreement and the DIP Credit Agreement, the receipt and adequacy of which are hereby acknowledged, the Secured Party does hereby release the Security Interest in the Collateral.

3. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be necessary or desirable to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

HELLER FINANCIAL, INC., as Agent

By: 

Name: JUAN WILCOX

Title: SVP

SCHEDULE A - U.S. TRADEMARKS

<u>Name of Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DESIGN ONLY	1,576,676	January 9, 1990
BUMBLE BEE AND DESIGN	1,189,508	February 9, 1982
PURRSNICKETY STYLIZED LETTERS	1,191,291	March 2, 1982
BUMBLE BEE AND DESIGN	1,186,996	January 19, 1982
BUMBLE BEE AND DESIGN	1,010,513	May 13, 1975
DESIGN ONLY	831,926	July 11, 1967
DELMONICO	725,697	December 26, 1961
FIGARO	717,277	June 20, 1961
DESIGN ONLY	581,074	October 13, 1953
TUXEDO STYLIZED LETTERS	55,078	February 19, 1952
CORAL STYLIZED LETTERS	557,331	April 8, 1952
MID-PACIFIC STYLIZED LETTERS	533,542	November 21, 1950
DELMONICO STYLIZED LETTERS	117,112	June 19, 1917
HARPOON AND DESIGN	113,693	October 31, 1916
BEACON BRAND AND DESIGN	114,436	December 19, 1916
COMMERCE AND DESIGN	113,231	October 10, 1916

SCHEDULE B - U.S. COPYRIGHTS

<u>Name of Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Figaro Tuna Cat Food	TXu 3-23-505	September 18, 1989