

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): JPMorgan Chase Bank as successor in interest to The Chase Manhattan Bank

- 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: 04/02/2003

2. Name and address of receiving party(ies): Name: Bumble Bee Seafoods, Inc. Internal Address: Suite 100 Street Address: 9655 Granite Ridge Drive City: San Diego State: CA Zip: 92123

- 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

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: 9 7. Total fee (37 CFR 3.41): \$ 240.00 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 Date 4/4/03

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

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

04/10/2003 GTOM11 00000122 1576676

01 FC:0521 40.00 OP 02 FC:0522 200.00 OP

## EXHIBIT A

<u>Mark</u>	<u>Registration No.</u>
Design Only (Cat & Fiddle Design)	1,576,676
ROYAL REEF	1,553,895
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**

TERMINATION AND RELEASE dated as of April 2, 2003, from JPMorgan Chase Bank as successor in interest to The Chase Manhattan Bank, as Agent, (the "Secured Party") to International Home Foods, Inc., International Home Foods (Canada) Inc., Bumble Bee Seafoods, Inc., Bumble Bee Acquisition Corporation, BBII Acquisition Corporation, Commerce Acquisition Corp. and SFSHC Acquisition Corporation (collectively the "Borrower").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of November 1, 1996 as Amended and Restated as of July 1, 1997 and as Amended and Restated as of September 16, 1998 (the "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, a 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 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:

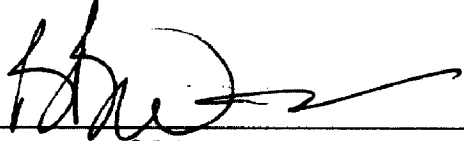
1. Collateral: The term "Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature in and to any and all trademarks, service marks, trade names, copyrights, technology, know-how and processes throughout the world, including but not limited to (i) all registrations and pending applications filed with the United States Patent and Trademark Office or any other state or foreign governmental authority, including but not limited to the trademark registrations set forth on Exhibit A attached, (ii) all common law rights relating thereto, (iii) the right to sue for past, present and future infringements thereof; (iv) all rights corresponding thereto throughout the world; and (v) the goodwill of Borrower's business connected with and symbolized by the foregoing.

2. Release: For good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the 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.

JPMORGANCHASE BANK as successor in  
interest to THE CHASE MANHATTAN  
BANK as Agent

By:   
Name: **B.B. WUTHRICH**  
Title: **Vice President**

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