

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Sea Products Incorporated		09/18/1998	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	One Canal Plaza
City:	Portland
State/Country:	MAINE
Postal Code:	04101
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	75386027	
Registration Number:	1665993	
Registration Number:	1726717	GINA ITALIAN VILLAGE
Registration Number:	1800216	FLORESTA

CORRESPONDENCE DATA

Fax Number: (207)791-1350

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jmanheimer@pierceatwood.com

Correspondent Name: Jacob A. Manheimer, Esq.

Address Line 1: One Monument Square

Address Line 2: Pierce Atwood

Address Line 4: Portland, MAINE 04101-1110

NAME OF SUBMITTER:

William L. Worden, Esq.

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of September 18, 1998, by and between National Sea Products Incorporated, a Delaware corporation with an address of One High Liner Avenue, Portsmouth, New Hampshire 03801 (the "Debtor"), and KeyBank National Association, a national banking association with a mailing address of One Canal Plaza, Portland, Maine 04101, as Agent (as such term is defined in that certain Amended and Restated Loan Agreement of even date herewith (the "Loan Agreement")), acting for itself and certain other Lenders (as defined in the Loan Agreement) under the Loan Agreement (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Lenders have agreed to make certain loans to the Debtor pursuant to the Loan Agreement (the "Loans"); and

WHEREAS, the obligations of the Lenders to make the Loans are subject to the condition, among others, that the Debtor shall execute and deliver this Agreement and grant the security interests hereinafter described;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees as follows:

1. Defined Terms.

(a) Capitalized terms used herein and not otherwise defined herein have the respective meanings set forth in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks and Service Marks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants to Secured Party, for the benefit of the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Debtor's trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Debtor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)(iv) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

5. Restrictions on Future Agreements. Debtor will not, without Secured Party's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Debtor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect adversely affect the validity or enforcement of the rights transferred to Secured Party under this Agreement, the rights associated with those Trademarks or the Trademarks.

6. No Other Liens. Debtor represents and warrants that no other liens, claims or security interests have been granted by Debtor to any other Person in the Trademarks.

7. Royalties. Debtor hereby agrees that the use by Secured Party of the Trademarks as authorized hereunder in connection with the exercise of its remedies under paragraph 15 shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Secured Party to Debtor.

8. Right to Inspect; Further Assignment and Security Interests. Secured Party may at all reasonable times (and at any time when a Default or Event of Default exists) have access to, examine, audit, make copies (at Debtor's expense) and extracts from and inspect Debtor's premises and examine Debtor's books, records and operations relating to the Trademarks, including, without limitation, Debtor's quality control processes; provided that, in conducting such inspections and examinations, Secured Party shall use reasonable efforts not to unnecessarily disturb the conduct of Debtor's ordinary business operations. From and after the occurrence of an Event of Default, Debtor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such reasonable additional product

quality controls as Secured Party or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Debtor under the Trademarks. Debtor agrees (a) not to sell or assign its interest in, or grant any license under, the Trademarks without the prior and express written consent of Secured Party, (b) to maintain the quality of said products as of the date hereof, and (c) not to change the quality of such products in any material adverse respect without Secured Party's prior and express written consent.

9. Termination of Secured Party's Security Interest. This Agreement is made for collateral security purposes only. This Agreement and Secured Party's security interest in the Trademarks shall continue in full force and effect as long as any Obligations shall be owed to Secured Party and (even if there shall be no Obligations outstanding) so long as the Loan Agreement has not be terminated. Upon payment in full of the Obligations and termination of the Loan Agreement, this Agreement shall terminate and Secured Party shall promptly execute and deliver to Debtor, at Debtor's expense, all termination statements and other instruments as may be necessary or proper to terminate Secured Party's security interest in the Trademarks, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement or the Loan Agreement.

10. Duties of Debtor. Debtor shall have the duty, to the extent desirable in the normal conduct of Debtor's business, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement and (b) make application for trademarks or service marks. Debtor further agrees (i) not to abandon any Trademark without the prior written consent of Secured Party, (ii) to file renewals of all Trademarks when required, (iii) file all instruments and documents required to register any Trademark in other jurisdictions when the nature of its business so requires and (iv) to use its best efforts to maintain in full force and effect the Trademarks that are or shall be necessary or, in Debtor's commercial judgment, economically desirable in the operation of Debtor's business. Any expenses incurred in connection with the foregoing shall be borne by Debtor.

11. Secured Party's Right to Sue. From and after the occurrence of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement. Debtor shall, upon demand, promptly reimburse Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Secured Party).

12. Waivers. Secured Party's failure, at any time or times hereafter, to require strict performance by Debtor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith, nor shall any course of dealing between Debtor and Secured Party have such effect. No single

or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Debtor contained in this Agreement shall be deemed to have been suspended or waived by Secured Party unless such suspension or waiver is in writing signed by an officer of Secured Party and directed to Debtor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. From and after the occurrence of an Event of Default and the giving of written notice by Secured Party to Debtor of Secured Party's intention to enforce its rights and claims against Debtor, Debtor hereby irrevocably designates, constitutes and appoints Secured Party (and all persons designated by Secured Party in its sole and absolute discretion) as Debtor's true and lawful attorneyin fact, and authorizes Secured Party and any of Secured Party's designees, in Debtor's or Secured Party's name, from and after the occurrence of an Event of Default, to (a) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (d) take any other action with respect to the Trademarks as Secured Party in good faith deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated in accordance with Paragraph 9. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

16. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Secured Party and its successors and

assigns. Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession; provided, however, that Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without Secured Party's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Maine.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Secured Party's Duty. Secured Party shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Secured Party shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Debtor and added to the Obligations secured hereby.

20. Waiver of Jury Trial. Each of the parties hereto waives trial by jury in any action or proceeding arising out of or relating to this Agreement.

21. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

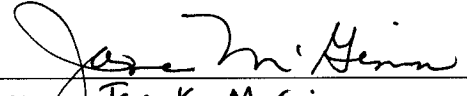
22. Counterparts. This Agreement may be executed in any number of counterparts, and by the parties hereto in separate counterparts, each of which shall together constitute one and the same agreement.

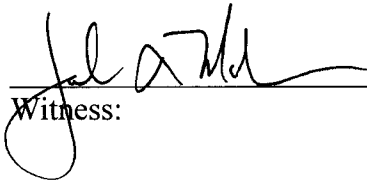
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.



Witness:


NATIONAL SEA PRODUCTS INCORPORATED

By: 
Name: Jane K. McGinn
Title: VP Finance.



Witness:

KEYBANK NATIONAL ASSOCIATION, AS
AGENT


By: 
Name: Noel B. Grosvenor
Title: VP

STATE OF New York
COUNTY OF New York, ss.

September 18, 1998

Then personally appeared the above-named Jane McGinn, as
VP Finance of Natmal Sea Products Incorporated, and acknowledged the
foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and
deed of said corporation.

DEREK T. LIVELY
Notary Public, State of New York
No. 01L16007911
Qualified in Bronx County
Commission Expires May 26, 2000.

Before me, 
Notary Public/Attorney at Law

Printed Name: DEREK T. LIVELY

STATE OF New York
COUNTY OF New York, ss.

September 18, 1998

Then personally appeared the above-named Noel Graydon, as
Vice President of KeyBank National Association, and acknowledged the foregoing
instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of
said financial institution.

Before me, 
Notary Public/Attorney at Law

Printed Name: DEREK T. LIVELY

DEREK T. LIVELY
Notary Public, State of New York
No. 01L16007911
Qualified in Bronx County
Commission Expires May 26, 2000.

SCHEDULE A

Trademarks

COUNTRY/ STATE	MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	
U.S.	VILLAGE DESIGN	74/123,591	December 14, 1990	1,665,993	N
Connecticut	ITALIAN VILLAGE			8248	A
New York	ITALIAN VILLAGE			R-26514	A
Pennsylvania	ITALIAN VILLAGE	9123 1814-1815	March 27, 1991	2,015,815	M
U.S.	GINA ITALIAN VILLAGE	74/122,861	December 11, 1990	1,726,717	O
Canada	GINA ITALIAN VILLAGE	870052	February 23, 1998		
Mexico	GINA ITALIAN VILLAGE	326367	March 18, 1998		
New Jersey	ITALIAN VILLAGE HOMEMADE RAVIOLI AND PASTA PRODUCTS			2907	Ju
New Jersey	ITALIAN VILLAGE			3066	Se
U.S.	FLORESTA	74/313,071	September 11, 1992	1,800,216	O
U.S.	VILLAGE DESIGN	75/386,027	November 6, 1997		