

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lu-mar Lobster and Shrimp, Inc.		07/14/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Fleet Capital Corporation
Street Address:	300 Galleria Parkway, Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2641110	LU-MAR PREMIUM HARVEST

CORRESPONDENCE DATA	
Fax Number:	(813)229-5946
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(813) 299-3333
Email:	dgochenaur@glennrasmussen.com
Correspondent Name:	Diane Gochenaur
Address Line 1:	Post Office Box 3333
Address Line 4:	Tampa, FLORIDA 33601

NAME OF SUBMITTER:	Robert B. Glenn
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Total Attachments: 4
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OP \$40.00 2641110

TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT (this "Agreement") is made as of July 14, 2004, by and between **LU-MAR LOBSTER AND SHRIMP, INC.**, a Florida corporation ("Borrower"), and **FLEET CAPITAL CORPORATION**, a Rhode Island corporation ("Lender").

RECITALS:

Borrower and Lender are parties to a certain Loan and Security Agreement dated December 23, 2002 (as at any time amended, the "Loan Agreement"), pursuant to which Lender agreed to make certain financial accommodations available to Borrower from time to time. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.

Pursuant to Section 5.2.2 of the Loan Agreement, Borrower delivered to Lender on June 21, 2004, written notice of Borrower's intent to terminate the Revolver Commitment on a day not sooner than the 60th day following the date of such notice (such day being the "Termination Date"). Borrower has since informed Lender that Borrower desires to terminate the Revolver Commitment and to effect a Full Payment of the Obligations on the date hereof, which date is 37 days sooner than the Termination Date.

As an accommodation to Borrower, Lender has agreed to waive compliance by Borrower with the provisions of Section 5.2.2 of the Loan Agreement and to permit Borrower to terminate the Revolver Commitment and to effect a Full Payment of the Obligations on the date hereof, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for TEN DOLLARS (\$10.00) in hand paid by each of the parties hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. **Agreement Regarding and Calculation of Liquidated Damages.** Borrower and Lender each agree and acknowledge that Lender will lose profits it will otherwise earn if Borrower is permitted to terminate the Revolver Commitment and to effect a Full Payment of the Obligations prior to the Termination Date and that the exact amount of such lost profit is difficult or impossible to ascertain. In consideration of Lender's agreement to waive Borrower's compliance with the provisions of Section 5.2.2 of the Loan Agreement, Borrower has agreed to pay to Lender on the date hereof an amount equal to the product of (i) \$1,667.00, multiplied by (ii) 37, which is the number of days from and including the date hereof to but excluding the Termination Date (such amount being called the "Liquidated Damages"). Borrower and Lender each agree and acknowledge that the Liquidated Damages have been determined in good faith by Borrower and Lender, are a reasonable estimate of the economic loss that would be suffered by Lender as a result of the early termination of the Revolver Commitment and Full Payment of the Obligations, and are not intended to be, and shall not be construed as, a penalty. Borrower and Lender each further acknowledge and agree that the Liquidated Damages are separate from, and

are not duplicative of, the other amounts required to be paid by Borrower in accordance with the terms of the Payoff Letter dated the date hereof, addressed to Borrower by Lender, including, without limitation, the outstanding principal, accrued interest, fees and other charges owing by Borrower under the terms of the Loan Agreement and any of the other Loan Documents and a termination charge in the amount of .25% of the Revolver Commitment, or \$56,250.00, which termination charge is payable by Borrower to Lender pursuant to Section 5.2.3 of the Loan Agreement.

2. Termination of Revolver Commitment, Etc. Effective as of the date hereof, (a) Borrower and Lender hereby acknowledge that (i) the Revolver Commitment is terminated and Lender shall have no further obligation to make Loans or extend other financial accommodations to or for the benefit of Borrower under the Loan Agreement or otherwise, including, without limitation, any obligation to issue or guarantee any Letters of Credit, and (ii) all of the Obligations and the Liquidated Damages shall be immediately due and payable by Borrower, and (b) Lender hereby waives compliance and the effects of noncompliance by Borrower with the provisions of Section 5.2.2 of the Loan Agreement to the extent that Borrower did not provide Lender at least 60 days prior written notice of termination of the Revolver Commitment.

3. Termination of Liens. Subject to the satisfaction of the Termination Conditions (as hereinafter defined), Lender hereby releases all Liens that it may have in any of the Collateral and authorizes Borrower and certain other Persons to file terminations and releases of Liens as described in the Payoff Letter. All such terminations and releases shall be recorded at the sole cost and expense of Borrower. For the purposes of this Agreement, "Termination Conditions" shall mean and refer to the following conditions, the satisfaction of each of which on the date hereof shall be a condition precedent to Lender's release of its Liens on the Collateral: (a) Lender shall have received one original counterpart of this Agreement, duly executed and delivered by Borrower, (b) Lender shall have received one original counterpart of the Payoff Letter, duly executed by Lender and acknowledged by Borrower, (c) Lender shall have received, in immediately available federal funds, the Liquidated Damages, (d) Full Payment of the Obligations, and (e) Lender shall have received security for outstanding Letters of Credit or other assurances with respect to such Letters of Credit as contemplated in the Payoff Letter. By its signature below, Borrower hereby waives any responsibility of Lender to record the Lien releases referred to in this Paragraph 3.

4. Release. Borrower, on behalf of itself and on behalf of all those persons or entities claiming by, through, or under it, together with their successors, assigns, heirs and administrators (collectively referred to in this paragraph as the "Borrower Releasers"), for good and valuable consideration, including, without limitation, the execution of this Agreement by Lender and Lender's release of its Liens, does hereby unconditionally remise, release, acquit and forever discharge Lender, Lender's past and present officers, directors, shareholders, employees, agents, attorneys, parent corporations, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors, and assigns of any such persons and entities (collectively referred to in this paragraph as the "Lender Releasees"), of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever (if any), at law or in equity, or disputed or undisputed, which any of the Borrower Releasers ever had, now has, or hereafter can, shall, or may claim to have against any of the Lender Releasees for or by reason of any transaction or occurrence under or in connection

with the Loan Documents and any other cause, matter, or thing whatsoever, arising from the beginning of the world to the date of execution of this Agreement.

Lender, on behalf of itself and on behalf of all those persons or entities claiming by, through, or under it, together with their successors, assigns, heirs and administrators (collectively referred to in this paragraph as the "Lender Releasers"), for good and valuable consideration, including, without limitation, the execution of this Agreement by Borrower and Borrower's payment to Lender, does hereby unconditionally remise, release, acquit and forever discharge Borrower, Borrower's past and present officers, directors, shareholders, employees, agents, attorneys, parent corporations, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors, and assigns of any such persons and entities (collectively referred to in this paragraph as the "Borrower Releasees"), of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever (if any), at law or in equity, or disputed or undisputed, which any of the Lender Releasers ever had, now has, or hereafter can, shall, or may claim to have against any of the Borrower Releasees for or by reason of any transaction or occurrence under or in connection with the Loan Documents and any other cause, matter, or thing whatsoever, arising from the beginning of the world to the date of execution of this Agreement, except with respect to those obligations that expressly survive pursuant to the terms of the Loan Agreement.

5. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Georgia without reference to principles of conflicts of laws, as the same may from time to time be in effect.

6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Counterparts; Facsimile Delivery.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. Any signature page counterpart to this Agreement delivered by facsimile transmission shall be deemed to be an original counterpart to this Agreement for all purposes.

IN WITNESS WHEREOF, Lender and Borrower have or caused this Agreement to be executed by their duly authorized officers as of the date first above written.

FLEET CAPITAL CORPORATION
("Lender")

By: _____

Name: Laura K. Glass

Title: Vice President

LU-MAR LOBSTER AND SHRIMP,
INC.

("Borrower")

By: _____

Name: William B. Scyacca

Title: Pres

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