

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet National Bank	First National Bank of Boston	08/31/2004	National Banking Association: UNITED STATES

RECEIVING PARTY DATA	
Name:	Legal Sea Foods, Inc.
Street Address:	One Seafood Way
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	1616219	FANATICS FOR FRESHNESS
Registration Number:	1537811	IF IT'S NOT FRESH, IT'S NOT LEGAL
Registration Number:	1215395	IF IT ISN'T FRESH, IT ISN'T LEGAL
Registration Number:	1215394	LEGAL
Registration Number:	1058761	
Registration Number:	1060132	LEGAL SEA FOODS
Registration Number:	1921221	CUISINEAST
Serial Number:	74211673	COSTA RICAN GOLD

CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617.570.1292
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Correspondent Name:	Miriam J. Rovner, Senior Paralegal
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CH \$215.00 1616219

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Address Line 4: Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER: 018415-142484-1703-312

NAME OF SUBMITTER: Miriam J. Rovner, Senior Paralegal

Total Attachments: 5  
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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 31<sup>st</sup> day of August, 2004 (the "Release Date") by Fleet National Bank (f/k/a First National Bank of Boston), a national banking association ("Secured Party"), for the benefit of Legal Sea Foods, Inc., a Delaware corporation ("Debtor").

WHEREAS, Debtor had entered into an Amended and Restated Loan Agreement dated as of September 28, 2001 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, to secure payment and performance in full of the Debtor's obligations under the Credit Agreement, Debtor entered into a Security Agreement and a Trademark Security Agreement, of even date with the Credit Agreement (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreements"), pursuant to which Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including but not limited to all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Trademarks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office ("USPTO") notices of security interests in the Trademarks; and

WHEREAS, Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the Security Agreements and other financing documents executed in connection therewith and have requested that the Secured Party release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademarks granted by Debtors under the Security Agreements.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for Debtor with the USPTO.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Debtor and the cost and expense of such documents and actions shall be borne solely by Debtors.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

FLEET NATIONAL BANK  
By:   
Name: Peter McCarthy  
Title: SVP

COMMONWEALTH OF  
MASSACHUSETTS ) ss.  
COUNTY OF SUFFOLK )

On this 21 day of September, 2008, before me personally appeared Peter McCarthy to me known, who, being by me duly sworn, declared that he is a SVP of Fleet National Bank, the national banking association described in and which has executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.

Luanne T Smith  
Commission Expires  
12/24/08

**EXHIBIT A**

**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
FANATICS FOR FRESHNESS	1,616,219	10/02/1990	Legal Sea Foods, Inc.
IF IT'S NOT FRESH, IT'S NOT LEGAL	1,537,811	5/02/1989	Legal Sea Foods, Inc.
IF IT ISN'T FRESH, IT ISN'T LEGAL	1,215,395	11/02/1982	Legal Sea Foods, Inc.
LEGAL	1,215,394	11/02/1982	Legal Sea Foods, Inc.
(Design only) (FISH ON PLATE)	1,058,761	2/08/1977	Legal Sea Foods, Inc.
LEGAL SEA FOODS	1,060,132	2/22/1977	Legal Sea Foods, Inc.
CUISINEAST	1,921,221	9/19/1995	Legal Sea Foods, Inc.

**TRADEMARK APPLICATIONS**

<b><u>Trademark</u></b>	<b><u>Application No.</u></b>	<b><u>Application Date</u></b>	<b><u>Owner</u></b>
COSTA RICAN GOLD	74/211,673	10/10/1991	Legal Sea Foods, Inc.