

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement Supplement |
|------------------------------|---|

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|-----------------------------|-----------------|-----------------------|-----------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Legal Sea Foods, Inc. | | 08/31/2004 | CORPORATION: DELAWARE |

| | |
|-----------------------------|--------------------------------|
| RECEIVING PARTY DATA | |
| Name: | Citizens Bank of Massachusetts |
| Street Address: | 28 State Street |
| Internal Address: | Att: Mr. Daniel R. Gillette |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02109 |
| Entity Type: | Trust Company: MASSACHUSETTS |

PROPERTY NUMBERS Total: 20

| 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: | 1921221 | CUISINEAST |
| Registration Number: | 2003409 | LEGAL SEA FOODS CUISINEAST |
| Registration Number: | 1992506 | LEGAL SEA FOODS QUALITY CONTROL CENTER HACCP USDC HAZARD ANALYSIS CRITICAL CONTROL POINT |
| Registration Number: | 2033744 | LEGAL SEA FOODS RESTAURANT OYSTER BAR |
| Registration Number: | 2713727 | LEGAL SEA FOODS |
| Registration Number: | 2285604 | LEGAL |
| Registration Number: | 2298237 | LEGAL SEA FOODS |
| Registration Number: | 2281813 | IF IT ISN'T FRESH, IT ISN'T LEGAL |
| | | LEGAL SEA FOODS ESTABLISHED 1950 RESTAURANT TRADEMARK |

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|----------------------|----------|--|
| Registration Number: | 2728972 | OYSTER BAR IF IT ISN'T FRESH, IT ISN'T LEGAL |
| Registration Number: | 2857536 | |
| Serial Number: | 76602328 | LEGAL SEA FOODS |
| Serial Number: | 76514475 | |
| Serial Number: | 76594978 | ALASKA WILD SALMON WORLD'S FINEST WILD SALMON LEGAL SEA FOODS |
| Serial Number: | 76594976 | ALASKA WILD SALMON WORLD'S FINEST LEGAL SEA FOODS |
| Registration Number: | 2298231 | LEGAL SEA FOODS |

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.570.1000
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner, Senior Trademark Paral
Address Line 1: Exchange Place, 53 State Street
Address Line 2: GOODWIN PROCTER LLP
Address Line 4: Boston, MASSACHUSETTS 02109-2881

| | |
|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 018415-142484/1703-313 |
| NAME OF SUBMITTER: | Miriam J. Rovner |

Total Attachments: 8
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FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated August 31, 2004 is made by the person listed on the signature page hereof (the "Debtor") in favor of CITIZENS BANK OF MASSACHUSETTS (the "Secured Party").

WHEREAS, the Debtor has entered into a Loan Agreement dated as of August 31, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Secured Party. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Loan Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor to the Secured Party dated as of August 31, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of the Debtor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Debtor has executed and delivered that certain Intellectual Property Security Agreement made by the Debtor to the Secured Party dated August 31, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Debtor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Debtor to the Secured Party and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Debtor hereby acknowledges and confirms the grant of a security interest to the Secured Party under the Security Agreement and the IP Security Agreement in and to all of the Debtor's right, title and interest in and to the following (the "Additional Collateral"):

(i) The United States patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(iii) The copyrights, associated United States copyright registrations and applications-, and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

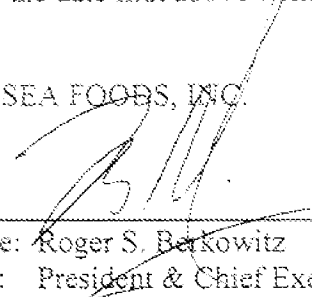
(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule C, D and E to the Security Agreement and Schedule[s] [A,] [B and] [C] to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LEGAL SEA FOODS, INC.

By: 
Name: Roger S. Berkowitz
Title: President & Chief Executive Officer

Address for Notices:

One Seafood Way
Boston, MA 02210

Schedule B

U.S. Registered Trademarks

| Trademark | Registration No. | Registration Date | Owner |
|---|----------------------|-------------------|-----------------------|
| PANATICS 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. |
| CLASS: 042 | | | |
| LEGAL SEA FOODS CUISINEAST (and Design) | 2,003,409 | 9/24/1996 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS QUALITY CONTROL CENTER HACCP USDC HAZARD ANALYSIS CRITICAL CONTROL POINT (and Design) | 1,992,506 | 8/13/1996 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS RESTAURANT OYSTER BAR (and Design) | 2,033,744 | 1/28/1997 | Legal Sea Foods, Inc. |
| LEGAL C BAR | 2,182,177 | 8/18/1998 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS | 2,713,727 | 5/06/2003 | Legal Sea Foods, Inc. |
| LEGAL | 2,285,604 | 10/12/1999 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS | 2,298,134 <i>231</i> | 12/07/1999 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS (and Design) | 2,298,237 | 12/07/1999 | Legal Sea Foods, Inc. |
| IF IT ISN'T FRESH, IT ISN'T LEGAL | 2,281,813 | 9/28/1999 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS ESTABLISHED 1950 RESTAURANT OYSTER BAR IF IT ISN'T FRESH, IT ISN'T LEGAL (and Design) | 2,728,972 | 6/24/2003 | Legal Sea Foods, Inc. |
| (Design only) (Fish in water) | 2,857,536 | 6/29/2004 | Legal Sea Foods, Inc. |

U.S. Trademark Applications

| Trademark | Application No. | Application Date | Owner |
|---|------------------------|-------------------------|-----------------------|
| LEGAL SEA FOODS (and Design) | 76/602,328 | 07/14/2004 | Legal Sea Foods, Inc. |
| (Design only) (Fish above water) | 76/514,475 | 5/15/2003 | Legal Sea Foods, Inc. |
| ALASKA WILD SALMON WORLD'S FINEST WILD SALMON LEGAL SEA FOODS (and Design) | 76/594,978 | 6/01/2004 | Legal Sea Foods, Inc. |
| ALASKA WILD SALMON WORLD'S FINEST LEGAL SEA FOODS (and Design) | 76/594,976 | 6/01/2004 | Legal Sea Foods, Inc. |

Commonwealth of Massachusetts Registered Trademarks

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Owner</u> |
|---|-------------------------|--------------------------|-----------------------|
| LEGAL | 60,580 | 12/22/1981 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS IF IT ISN'T FRESH, IT ISN'T LEGAL | 39,900 | 4/24/1987 | Legal Sea Foods, Inc. |

Canadian Registered Trademarks

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Owner</u> |
|---|-------------------------|--------------------------|-----------------------|
| FANATICS FOR FRESHNESS | 555,049 | 12/05/2001 | Legal Sea Foods, Inc. |
| IF IT'S NOT FRESH, IT'S NOT LEGAL | 555,212 | 12/11/2001 | Legal Sea Foods, Inc. |
| IF IT ISN'T FRESH, IT ISN'T LEGAL | 555,237 | 12/11/2001 | Legal Sea Foods, Inc. |
| LEGAL | 555,033 | 12/05/2001 | Legal Sea Foods, Inc. |
| CLASS: 042 | | | |
| FISH ON A PLATE DESIGN | 561,449 | 5/07/2002 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS | 555,284 | 12/11/2001 | Legal Sea Foods, Inc. |
| CUISINEAST | 561,770 | 5/10/2002 | Legal Sea Foods, Inc. |
| CUISINEAST (and Design) | 555,235 | 12/11/2001 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS QUALITY CONTROL CENTER (and Design) | 555,213 | 12/11/2001 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS (and Design) | 555,234 | 12/11/2001 | Legal Sea Foods, Inc. |
| LEGAL C BAR | 555,283 | 12/11/2001 | Legal Sea Foods, Inc. |
| LEGAL | 596,399 | 12/03/2003 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS (and Design) | 596,068 | 12/01/2003 | Legal Sea Foods, Inc. |
| IF IT ISN'T FRESH, IT ISN'T LEGAL | 598,794 | 1/08/2004 | Legal Sea Foods, Inc. |

Canadian Trademark Applications

| <u>Trademark</u> | <u>Application No.</u> | <u>Application Date</u> | <u>Owner</u> |
|---------------------------|------------------------|-------------------------|-----------------------|
| LEGAL SEA FOODS | 1,014,596 | 5/07/1999 | Legal Sea Foods, Inc. |
| LEGAL OYSTER BAR & TAVERN | 1,072,571 | 8/25/2000 | Legal Sea Foods, Inc. |

United Kingdom Registered Trademarks

| Trademark | Registration No. | Registration Date | Owner |
|---------------------------|-------------------------|--------------------------|-----------------------|
| LEGAL SEA FOODS | 2,052,478 | 1/19/1996 | Legal Sea Foods, Inc. |
| LEGAL OYSTER BAR & TAVERN | 2,243,902 | 4/20/2001 | Legal Sea Foods, Inc. |

Aruba Registered Trademarks

| Trademark | Registration No. | Registration Date | Owner |
|-----------------------------------|-------------------------|--------------------------|-----------------------|
| IF IT ISN'T FRESH, IT ISN'T LEGAL | 21889 | 5/30/2002 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS | 21890 | 5/12/2002 | Legal Sea Foods, Inc. |
| LEGAL SEA FOODS (and Design) | 21888 | 5/12/2002 | Legal Sea Foods, Inc. |

Schedule C

Registered Copyrights

| Registration Number | Title | Author | Registration Date | Publication Date | Owner |
|---------------------|----------------------------------|--|-------------------|------------------|--|
| TX-5-800-301 | The new legal sea foods cookbook | Roger Berkowitz and Jane Doerfer (illustrated by Edward Koren) | August 1, 2003 | May 13, 2003 | Legal Sea Foods, Inc. and Jane Doerfer |

Copyright Applications

None.