

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement Supplement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Legal Sea Foods, Inc.		03/31/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Citizens Bank of Massachusetts
<b>Street Address:</b>	28 State Street
<b>Internal Address:</b>	Att: Mr. Daniel Gillette
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	Trust Company: MASSACHUSETTS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2182177	LEGAL C BAR
Registration Number:	1060132	LEGAL SEA FOODS
Serial Number:	76615687	LEGAL KITCHEN
Serial Number:	76627052	
Serial Number:	76627054	LTK
Serial Number:	76627055	THE LEGAL FISHERMAN
Serial Number:	76627053	LEGAL'S TEST KITCHEN
Serial Number:	76633127	LEGAL SEA FOODS RESTAURANT OYSTER, INDUSTRY LEADER, CULTURE, CODE OF ETHICS, QUALITY

**CORRESPONDENCE DATA**

Fax Number: (617)523-1231  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617.570.1292  
 Email: mrovner@goodwinprocter.com

CH \$215.00 2182177

Correspondent Name: Miriam J. Rovner, Senior Paralegal  
Address Line 1: Goodwin Procter LLP  
Address Line 2: Exchange Place, 53 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	03/31/2005

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated as of March 23, 2005 is made by LEGAL SEA FOODS, INC., a Delaware corporation (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 as of 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");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the "Trademarks");

(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. Exhibit B to the Security Agreement and Schedule B 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 Supplement.

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement Supplement 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 A  
to  
IP SECURITY  
AGREEMENT  
SUPPLEMENT

**Issued Patents**

None.

**Patent Applications**

None.

LIBC/2404895.1

SCHEDULE B  
to  
IP SECURITY  
AGREEMENT  
SUPPLEMENT

LIST OF ADDITIONAL MARKS

U.S. Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
LEGAL SEA FOODS	1,060,132	2/22/1977	Legal Sea Foods, Inc.
LEGAL C BAR	2,182,177	8/18/1998	Legal Sea Foods, Inc.

U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Owner</u>
LEGAL KITCHEN	76/615,687	10/13/2004	Legal Sea Foods, Inc.
(Design only) (Man running)	76/627,052	1/5/2005	Legal Sea Foods, Inc.
LTK	76/627,054	1/5/2005	Legal Sea Foods, Inc.
THE LEGAL FISHERMAN	76/627,055	1/5/2005	Legal Sea Foods, Inc.
LEGAL'S TEST KITCHEN	76/627,053	1/5/2005	Legal Sea Foods, Inc.
LEGAL SEA FOODS RESTAURANT OYSTER, INDUSTRY LEADER, CULTURE, CODE OF ETHICS, QUALITY (and Design)	76/633,127	3/10/2005	Legal Sea Foods, Inc.

SCHEDULE C  
to  
IP SECURITY  
AGREEMENT  
SUPPLEMENT

**Registered Copyrights**

No new registered copyrights.

**Copyright Applications**

None.

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