

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement No. 2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legal Sea Foods, Inc.		11/15/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank of Massachusetts		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Trust Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76640649	LEGAL SEA BAR AND GRILLE	
Serial Number:	76640645	LEGAL C BAR AND GRILLE	
Serial Number:	76641350	LEGAL SEA FOODS THE OYSTER EXPERIENCE EDUCATING YOUR PALATE	
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		
Email:	mrovner@goodwinprocter.com		
Correspondent Name:	Miriam J. Rovner, Senior Paralegal		
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 (1703-373)		
NAME OF SUBMITTER:	Miriam J. Rovner		

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Signature:	/mjr/
Date:	12/08/2005
Total Attachments: 4 source=IP Security Agreement Supplement#page1.tif source=IP Security Agreement Supplement#page2.tif source=IP Security Agreement Supplement#page3.tif source=IP Security Agreement Supplement#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO. 2

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated as of November 15, 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 No. 2 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
To
IP SECURITY AGREEMENT SUPPLEMENT NO. 2

U.S. Registered Trademarks

None

U.S. Trademark Applications

Trademark	Serial Number	Filing Date	Owner
Legal Sea Bar and Grille	76/640,649	6/08/2005	Legal Sea Foods, Inc.
Legal C Bar and Grille	76/640,645	6/08/2005	Legal Sea Foods, Inc.
Legal Sea Foods "Educating Your Palate" and "The Oyster Experience" (and Design)	76/641,350	6/22/2005	Legal Sea Foods, Inc.