

08-24-2005

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings $\Rightarrow \Rightarrow \Rightarrow \nabla$



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

103068225

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

8-19-05

1. Name of conveying party(ies):
TRIBE MEDITERRANEAN FOODS, LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other -- limited liability company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: BANK OF AMERICA, N.A.
Address: Suite 900
Street Address: 55 South Lake Avenue
City: Pasadena State: CA Zip: 91101

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Effective Date: 01/14/2005
Execution Date(s): 01/14/2005

Individual(s) citizenship _____
 Association national banking association
 General Partnership _____
 Limited Partnership _____
 Corporation:
 Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s):
SEE "LIST A" ATTACHED

B. Trademark Registration No.(s):
SEE "LIST B" ATTACHED

OPR/FRM/ANGL
MAR 12 11 12 '05

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cathryn A. Berryman
Address: Jenkins & Gilchrist, P.C.
Street Address: 1445 Ross Avenue, Suite 3700
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 61
7. Total fee (37 CFR 3.41).....\$ 1540.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
10-0447

DO NOT USE THIS SPACE

9. Signature.
Cathryn A. Berryman Cathryn Berryman 8/19/05
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/23/2005 ECOOPER 00000011 75304652

01 FC:8521
02 FC:8522

40.00 OP
1500.00 OP

DALLAS2 1125240v1 46715-00988

TRADEMARK
REEL: 003210 FRAME: 0609

Attachment to Trademark Recordation Form Cover Sheet

CONTINUATION OF ITEM NO. 1, Names of Additional Conveying Parties:

1(a). Name of additional conveying party:

OCEAN BEAUTY SEAFOODS, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other -- limited liability company

1(b). Name of additional conveying party:

OCEAN BEAUTY ALASKA, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other -- limited liability company

1(c). Name of additional conveying party:

KING CRAB INVESTMENT CO., INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other -- limited liability company

1(d). Name of additional conveying party:

LANDLOCK SEAFOOD COMPANY, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other -- limited liability company

LIST "A"

ATTACHMENT TO TRADEMARK RECORDATION FORM COVER SHEET

CONTINUATION OF ITEM NO. 4.A. - Additional Trademark Application Numbers:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

75/304652

75/099627

76/337339

78/147298

75/098702

75/005076

75/099573

75/303030

75/343648

75/201153

78/200785

78/200775

LIST "B"

CONTINUATION OF ITEM NO. 4.B. - Additional Trademark Registration Numbers:

4. Application number(s) or registration number(s):

B. Trademark Registration No.(s):

1,630,213	2,306,299	568,876
1,893,225	2,351,637	1,188,828
2,071,540	1,173,481	409,010
2,566,275	1,659,038	1,826,997
2,047,248	2,338,201	1,334,535
2,181,551	2,354,997	2,113,557
2,148,211	2,354,998	2,171,283
2,157,402	2,354,999	2,076,861
2,809,475	1,640,652	2,139,204
2,806,008	2,324,978	2,049,097
1,716,086	1,139,698	2,050,845
2,581,870	848,301	2,043,715
2,555,825	793,022	2,026,454
2,696,521	1,071,554	
554,551	1,071,553	
2,615,196	315,277	
551,184	581,677	
551,183	182,358	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is by and among TRIBE MEDITERRANEAN FOODS LLC ("Tribe"), OCEAN BEAUTY SEAFOODS, INC. ("Parent"), OCEAN BEAUTY ALASKA, INC. ("OB-Alaska"), KING CRAB INVESTMENT CO., INC. ("King Crab"), and LANDLOCK SEAFOOD COMPANY INC. ("Landlock") (collectively, the "Debtors"), and BANK OF AMERICA, N.A. (the "Secured Party"). All terms defined in the Credit Agreement (as hereinafter defined), including Annex A thereto, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement.

Recitals:

A. The Debtors, certain financial institutions party thereto from time to time (the "Lenders"), and Bank of America, N.A., as a Lender and as agent for the Lenders are party to that certain Amended and Restated Credit Agreement dated as of May 23, 2003 (as amended, restated, or otherwise modified from time to time, the "Credit Agreement").

B. OB-Alaska, King Crab, Landlock and the Secured Party are parties to that certain Security Agreement dated as of May 23, 2003 (as amended, restated, or otherwise modified, the "Subsidiary Security Agreement").

C. Parent and the Secured Party are parties to that certain Security Agreement dated as of May 23, 2003 (as amended, restated, or otherwise modified, the "Parent Security Agreement") and collectively, with the Subsidiary Security Agreement, the "Security Agreements").

D. Tribe has executed, as of even date herewith, that certain Joinder Agreement (the "Joinder Agreement") whereby Tribe has joined the Credit Agreement as a "Borrower", and the Subsidiary Security Agreement as a "Guarantor".

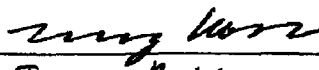
E. Pursuant to the terms of the Security Agreements, each Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of such Debtor, including, without limitation, all of each Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of such Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 14th day of January, 2005.

DEBTORS:

OCEAN BEAUTY SEAFOODS, INC.
TRIBE MEDITERRANEAN FOODS COMPANY,
LLC
OCEAN BEAUTY ALASKA, INC.
KING CRAB INVESTMENT CO., INC.
LANDLOCK SEAFOOD COMPANY INC.

By: 
Name: Tony Ross
Title: Secretary

SECURED PARTY:

BANK OF AMERICA, N.A.,
as agent

By: _____
Name: Todd Eggertsen
Title: Vice President

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the _____ day of _____, 2005.

DEBTORS:

OCEAN BEAUTY SEAFOODS, INC.
TRIBE MEDITERRANEAN FOODS LLC
OCEAN BEAUTY ALASKA, INC.
KING CRAB INVESTMENT CO., INC.
LANDLOCK SEAFOOD COMPANY INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A.,
as agent

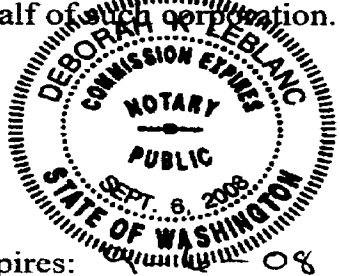
By: T Eggertsen
Name: Todd Eggertsen
Title: Vice President

ACKNOWLEDGMENT

STATE OF WA)
)
COUNTY OF KING)

This instrument was acknowledged before me this 14 day of ~~December, 2004~~ ^{January 2005}, by Tony Ross as Secretary of Ocean Beauty Seafoods, Inc., a Washington corporation, on behalf of such corporation.

{Seal}



Deborah K LeBlanc
Notary Public in and for
the State of WA

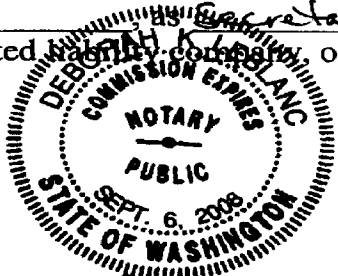
My commission expires: 9-6-08

ACKNOWLEDGMENT

STATE OF WA)
)
COUNTY OF KING)

This instrument was acknowledged before me this 14 day of ~~December, 2004~~ ^{January 2005}, by Tony Ross as Secretary of Tribe Mediterranean Foods Company, LLC, a [Washington] limited liability company, on behalf of such company.

{Seal}



Deborah K LeBlanc
Notary Public in and for
the State of WA

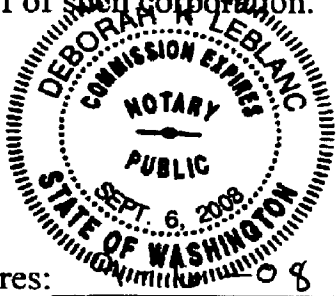
My commission expires: 9-6-08

ACKNOWLEDGMENT

STATE OF WA)
)
COUNTY OF KING)

This instrument was acknowledged before me this 14 day of ~~December~~, ^{January 2005} 2004, by Tony Ross, as Secretary of Ocean Beauty Alaska, Inc., an Alaska corporation, on behalf of such corporation.

{Seal}



Deborah K LeBlanc
Notary Public in and for
the State of WA

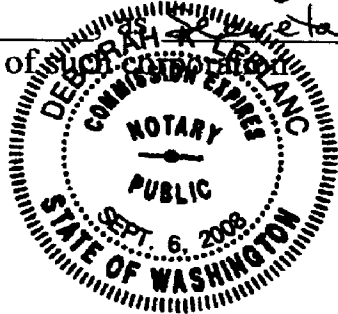
My commission expires: 9-6-08

ACKNOWLEDGMENT

STATE OF WA)
)
COUNTY OF KING)

This instrument was acknowledged before me this 14 day of ~~December~~, ^{January 2005} 2004, by Tony Ross, as Secretary of King Crab Investment Co., Inc., an Alaska corporation, on behalf of such corporation.

{Seal}



Deborah K LeBlanc
Notary Public in and for
the State of WA

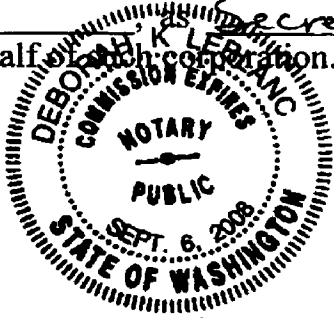
My commission expires: 9-6-08

ACKNOWLEDGMENT

STATE OF WA)
)
COUNTY OF KING)

This instrument was acknowledged before me this 14 day of ~~December, 2004~~ ^{January 2005}, by Tony Ross ^{Secretary} of Landlock Seafood Company Inc., a Texas corporation, on behalf of ~~such~~ ^{that} corporation.

{Seal}



Deborah K LeBlanc
Notary Public in and for
the State of WA

My commission expires: 9-6-08

State of California)
) ss.
County of Los Angeles)

On December __, 2004 before me, _____, personally appeared Todd Eggertsen, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

[Notary Seal]

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT
LANDLOCK SEAFOOD COMPANY, INC. TRADEMARK**

COUNTRY	MARKS	SERIAL NO./ FILING DATE	REGISTRATION NO./ISSUE DATE
USA	LANDLOCK	74 43725 03/29/19903	1630213 01/01/1991

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT
TRIBE MEDITERRANEAN FOODS COMPANY, LLC TRADEMARKS**

COUNTRY	MARKS	SERIAL NO./ FILING DATE	REGISTRATION NO./ISSUE DATE
USA	TRIBE OF TWO SHEIKS W/OASIS DESIGN	74 457827 11/15/1993	1893225 05/09/1995
USA	TRIBE OF TWO SHEIKS (STYLIZED W/DESIGN)	75 99562 05/06/1996	2071540 * 06/17/1997
CAN	HUMMUS EATER'S HUMMUS, THE	1085091 12/04/2000	
USA	HUMMUS EATER'S HUMMUS, THE	78 37195 01/16/2002	2566275 04/30/2002
MEX	HUMMUS EATER'S HUMMUS, THE	527922 01/16/2002	737649 02/28/20092
CAN	CAMEL DESIGN (TWO SHEIKS)		
MEX	CAMEL DESIGN (TWO SHEIKS)		
USA	CAMEL DESIGN (TWO SHEIKS)	75/304652 06/06/1997	**
USA	CAMEL DESIGN (TWO SHEIKS)	75/099627 05/06/1996	**
CAN	TRIBE	1122199 11/14/2001	
MEX	TRIBE	522726 12/11/2001	
USA	TRIBE	76 337339 11/15/2001	+
CAN	TRIBE OF TWO SHEIKS (BLOCK LETTERS)	837456 02/24/1997	488830 01/30/1998
MEX	TRIBE OF TWO SHEIKS	443512 08/23/2000	690936 03/27/2001
USA	TRIBE OF TWO SHEIKS	75/005077 10/13/1995	2047248 03/25/1997
CAN	TRIBE OF TWO SHEIKS (BLOCK LETTERS)	1085543 12/07/2000	
CAN	TRIBE OF TWO SHEIKS (BLOCK LETTERS)	1148389 07/30/2002	
USA	TRIBE OF TWO SHEIKS (BLOCK LETTERS)	78 147298 07/25/2002	+
USA	CHICK & RITA'S	75 282054 04/28/1997	2181551 08/11/1998
USA	CHICK & RITA'S	75/099570 05/06/1996	2148211 * 03/31/1998

COUNTRY	MARKS	SERIAL NO./ FILING DATE	REGISTRATION NO./ISSUE DATE
USA	BUTLER VALLEY		
MA	FORTY SPICES	52565 04/19/1996	52565 04/19/1996
USA	MAXBEAN	75/099572 06/06/1996	2157402 05/12/1998
CAN	HUMMUS SNACKERS (BLOCK LETTERS)	1154665 10/03/2002	
USA	HUMMUS SNACKERS (BLOCK LETTERS)	78 169156 09/30/2002	2809475 01/27/2004
USA	AMERICA'S FAVORITE HUMMUS	78 228428 03/21/2003	2806008 01/13/2004
USA	CAPTAIN CHICKPEA	75/098702 05/06/1996	**
USA	GARLIC HEADS	75/005076 10/13/1995	**
USA	HUMMUS DIPPERS	75/099573 05/06/1996	**
USA	STARDUST MOUNTAIN	75/303030 06/04/1997	**
USA	TAKE A DIP IN THE MEDITERRANEAN	75/343648 08/19/1997	**
USA	HUMMUS SWEET HUMMUS	75/201153 11/06/1996	**

* = Cancelled

** = Abandoned

+ = Allowed

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT
OCEAN BEAUTY SEAFOODS, INC. TRADEMARKS**

COUNTRY	MARKS	SERIAL NO./ FILING DATE	REGISTRATION NO./ISSUE DATE
USA	RITE BRAND W/FISH DESIGN	74 133983 01/28/1991	1716086 09/15/1992
USA	CIRCLE SEA	76 272798 06/18/2001	2581870 06/18/2002
USA	SCANFISH	76 272508 06/18/2001	2555825 04/02/2002
CAN	IAN MACTAVISH		
USA	IAN MACTAVISH	76 299578 02/14/2001	2696521 03/11/2003
CAN	ECHO FALLS	1121915 11/13/2001	
USA	OCEAN BEAUTY & DESIGN		554551 02/12/1952
USA	ECHO FALLS	76 337588 11/115/2001	2615196 09/03/2002
USA	SOUND BEAUTY & DESIGN	71 552824 03/23/1948	551184 11/27/1951
USA	BAY BEAUTY & DESIGN	71 552822 03/23/1948	551183 11/27/1951
FRA	SILVER BEAUTY	730741 02/06/1985	1298315 02/06/1985
MEX	OCEAN BEAUTY	443514 08/23/2000	674211 09/29/2000
USA	OCEAN BEAUTY (BLOCK LETTERS CL.29)	75 663497 03/19/1999	2306299 01/14/2000
USA	OCEAN BEAUTY (BLOCK LETTERS CL. 40 & 42)	75 663480 03/19/1999	2351637 05/23/2000
USA	MCGOVERN'S BEST & DESIGN	73 278504 09/19/1980	1173481 10/13/1981
USA	SEARCHLIGHT	74 103553 10/05/1990	1659038 10/01/1991
CAN	OCEAN BEAUTY W/MERMAID DESIGN		
GRB	OCEAN BEAUTY W/MERMAID DESIGN	2255859 12/14/2000	2255859 09/14/2001
TIW	OCEAN BEAUTY W/MERMAID DESIGN	89072340 12/28/2000	982052 01/16/2002
USA	OCEAN BEAUTY W/MERMAID	75 663481	2338201

	DESIGN (CL.29)	03/19/1999	04/04/2000
USA	OCEAN BEAUTY W/MERMAID DESIGN (CL.40 & 42)	75 663482 03/19/1999	2354997 06/06/2000
USA	SEATTLE SEAFOODS		
USA	OCEAN BEAUTY TUNA BURGER & DESIGN	75 663492 03/19/1999	2354998 06/06/2000
USA	OCEAN BEAUTY BRAND SALMON BURGER & DESIGN	75 663493 03/19/1999	2354999 06/06/2000
USA	MAN OF WAR	74 66133 06/05/1990	1640652 04/09/1991
USA	MOIST CUTS	75 524217 07/23/1998	2324978 02/29/2000
USA	PILLAR ROCK	73 189790 10/18/1978	1139698 09/16/1980
AUS	ICY POINT	271699 08/28/1973	A 271699 09/23/1975
BEN	ICY POINT	599618 09/13/1973	322108 09/13/1973
USA	LASCCO & DESIGN		848301 04/30/1968
USA	LASCCO & DESIGN		793022 07/20/1965
USA	LASCCO & DESIGN		1071554 08/16/1977
USA	LASCCO & DESIGN		1071553 08/16/1977
USA	LASCCO & DESIGN		315277 07/24/1934
USA	LASCCO & DESIGN		581677 10/27/1953
CAN	ICY POINT	151943 06/19/1930	23 150146 08/09/1970
DNK	ICY POINT	35121973 07/30/1973	2024/74 06/28/1974
FRA	ICY POINT	157939 08/21/1973	1243534 08/18/1983
GER	ICY POINT	N 1365529WZ 08/23/1973	948717 08/23/1973
GRB	ICY POINT	1015129 07/30/1973	1015129 07/30/1973
ICE	ICY POINT	317 08/28/1973	428 12/06/1973
ITL	ICY POINT	3544c.73 11/151/1973	299476 12/16/1976
NOR	ICY POINT	115771	90585

		07/31/1973	06/07/1974
NZL	ICY POINT	105531 08/27/1973	105511 08/27/1980
SWD	ICY POINT	3754/73 07/31/1973	155647 06/04/1976
USA	GOLD STANDARD	71 183531 07/21/1923	182358 04/08/1924
USA	PINK BEAUTY	71 625686 02/28/1952	568876 01/06/1953
USA	ICY POINT	73 254691 03/20/1980	1188828 02/02/1982
USA	GOLDEN MIST	71 461084 06/01/1943	409010 09/12/1944
USA	SEA CHOICE	74 51922 04/23/1990	1826997 03/15/1994
CAN	OCEAN BEAUTY & DESIGN	92509 06/07/1990	92509 06/07/1990
MEX	LASCCO	443511 08/23/2000	
USA	L.V. GOLDEN		1334535 05/07/1985
MEX	THREE STAR	443513 08/23/2000	674210 09/29/2000
MEX	OCEAN BONITA	443515 08/23/2000	674212 09/29/2000
USA	CAVIAR LOUISE W/MERMAID DESIGN	75 99626 05/06/1996	2113557 11/18/1997
USA	CAVIAR LOUISE	75 305591 06/09/1997	2171283 07/07/1998
USA	RITE BRAND	75 5079 10/13/1995	2076861 07/08/1997
USA	EUOUFEE'S BAYBAY	78 200785 01/07/2003	
USA	TASTY-FRESH	78 200775 01/07/2003	
USA	CHEF WILLEY'S		2139204 02/24/1998
USA	KOSHER SEAELECT		2049097 04/01/1997
USA	KOSHER PRIDE		2050845 04/08/1997
USA	KOSHER CHOICE		2043715 03/11/1997
USA	DESIGN		2026454 12/31/1996