

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Wachovia Bank, National Association

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Financial Institution
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) August 9, 2006

- Assignment
- Security Agreement
- Other Termination of Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: John Keeler & Co. Inc., d/b/a

Internal Blue Star Food Products

Address: 3000 N.W. 109th Avenue

Street Address: 3000 N.W. 109th Avenue

City: Miami

State: FL

Country: USA Zip: 33172

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2419060, 2914684, 2961590

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gary S. Singer, Esq.

Internal Address: Mombach, Boyle & Hardin, P.A.

Street Address: 500 East Broward Blvd.,  
Suite 1950

City: Fort Lauderdale

State: FL Zip: 33394

Phone Number: 954/467-2200

Fax Number: 954/467-2210

Email Address: gsinger@mbhlawyer.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 0164

Expiration Date 09/30/2006

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

August 10, 2006

Signature

Date

Gary S. Singer, Esq.

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

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

TRADEMARK

**TERMINATION AND RELEASE AGREEMENT**  
**SECURITY AGREEMENT (TRADEMARKS)**

Reference is hereby made to that certain Security Agreement (Trademarks), dated as of June 18, 2004 (the "**Trademark Security Agreement**"), made by John Keeler & Co. Inc. d/b/a Blue Star Food Products (the "**Borrower**"), in favor of Wachovia Bank, National Association (the "**Lender**"), each parties to the Loan and Security Agreement dated as of June 18, 2004. Capitalized terms used herein and not expressly defined shall have the meanings ascribed such terms in the Trademark Security Agreement.

**WHEREAS**, the Trademark Security Agreement was recorded by Lender on June 22, 2004, with the U.S. Department of Commerce, Patent and Trademark Office, as Serial No. 78344098, Reel No. 2877, Frame 0491; and

**WHEREAS**, the Trademark Security Agreement and the security interests created thereby in favor of the Lender, have been terminated.

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which the Lender hereby expressly acknowledges, the Lender, hereby conveys, transfers, assigns and sets over unto the Borrower, all of the Lender's right, title and interest in and to all Collateral including, without limitation, all of the Trademarks listed on Schedule 1 attached hereto and incorporated herein by this reference. The foregoing conveyance shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the Lender and the Borrower.

The Lender represents and warrants that it has made no previous assignment, transfer or agreements in conflict with this Termination and Release Agreement or constituting a present or future assignment, transfer or encumbrance on any of the Collateral.

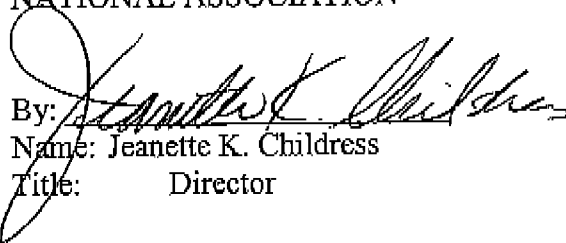
The Lender hereby acknowledges and agrees that it will execute and deliver to the Borrower, at the Borrower's sole cost and expense, such further documents and instruments as are necessary to evidence the release of the Lender's liens and the security interests created by the Trademark Security Agreement with respect to the Collateral.

This Termination and Release Agreement shall be governed by and construed and enforced in accordance with the laws of Florida, without regard to choice of law principles.

IN WITNESS WHEREOF, the Lender, has executed this Termination and Release Agreement as of August 9, 2006.

Lender:

WACHOVIA BANK,  
NATIONAL ASSOCIATION

By:   
Name: Jeanette K. Childress  
Title: Director

STATE OF GEORGIA

COUNTY OF Fulton

On the 9 day of August, 2006, before me personally came Jeanette K. Childress to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

  
Notary Public

Shelley R. Shaw  
Notary Public-Fulton County, Georgia  
My Commission Expires 6-4-10

## EXHIBIT "A"

TRADEMARK	APPLICATION OR REGISTRATION NO.	COUNTRY	REGISTRATION OR FILING DATE
Blue Star Food Products	2914684	U.S.A.	December 28, 2004

**TERMINATION AND RELEASE AGREEMENT**  
**SECURITY AGREEMENT (TRADEMARKS)**

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**WHEREAS**, the Trademark Security Agreement was recorded by Lender on June 22, 2004, with the U.S. Department of Commerce, Patent and Trademark Office, as Serial No. 75855876, Reel No. 2877, Frame 0491; and

**WHEREAS**, the Trademark Security Agreement and the security interests created thereby in favor of the Lender, have been terminated.

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which the Lender hereby expressly acknowledges, the Lender, hereby conveys, transfers, assigns and sets over unto the Borrower, all of the Lender's right, title and interest in and to all Collateral including, without limitation, all of the Trademarks listed on Schedule 1 attached hereto and incorporated herein by this reference. The foregoing conveyance shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the Lender and the Borrower.

The Lender represents and warrants that it has made no previous assignment, transfer or agreements in conflict with this Termination and Release Agreement or constituting a present or future assignment, transfer or encumbrance on any of the Collateral.

The Lender hereby acknowledges and agrees that it will execute and deliver to the Borrower, at the Borrower's sole cost and expense, such further documents and instruments as are necessary to evidence the release of the Lender's liens and the security interests created by the Trademark Security Agreement with respect to the Collateral.

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Lender:

WACHOVIA BANK,  
NATIONAL ASSOCIATION

By Jeanette K. Childress  
Name: Jeanette K. Childress  
Title: Director

STATE OF GEORGIA

COUNTY OF Fulton

On the 9 day of August, 2006, before me personally came Jeanette K. Childress to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

Shelley R. Shaw  
Notary Public

Shelley R. Shaw  
Notary Public-Fulton County, Georgia  
My Commission Expires 6-4-10

## EXHIBIT "A"

TRADEMARK	APPLICATION OR REGISTRATION NO.	COUNTRY	REGISTRATION OR FILING DATE
Blue Star Pasteurized Crab JK John Keeler & Co., Inc.	2419060	U.S.A.	January 9, 2001

**TERMINATION AND RELEASE AGREEMENT**  
**SECURITY AGREEMENT (TRADEMARKS)**

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**WHEREAS**, the Trademark Security Agreement was recorded by Lender on June 22, 2004, with the U.S. Department of Commerce, Patent and Trademark Office, as Serial No. 78344059, Reel No. 2877, Frame 0491; and

**WHEREAS**, the Trademark Security Agreement and the security interests created thereby in favor of the Lender, have been terminated.

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which the Lender hereby expressly acknowledges, the Lender, hereby conveys, transfers, assigns and sets over unto the Borrower, all of the Lender's right, title and interest in and to all Collateral including, without limitation, all of the Trademarks listed on Schedule 1 attached hereto and incorporated herein by this reference. The foregoing conveyance shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the Lender and the Borrower.

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The Lender hereby acknowledges and agrees that it will execute and deliver to the Borrower, at the Borrower's sole cost and expense, such further documents and instruments as are necessary to evidence the release of the Lender's liens and the security interests created by the Trademark Security Agreement with respect to the Collateral.

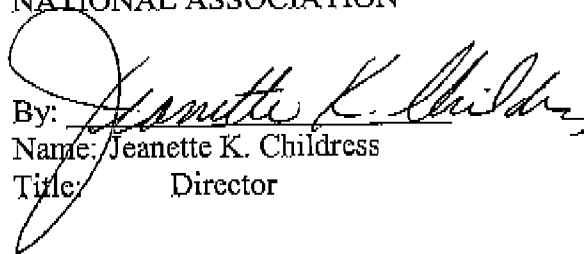
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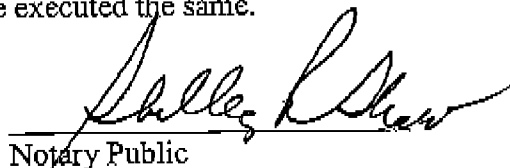
WACHOVIA BANK,  
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By:   
Name: Jeanette K. Childress  
Title: Director

STATE OF GEORGIA

COUNTY OF Fulton

On the 9 day of August, 2006, before me personally came Jeanette K. Childress to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

  
Notary Public

Shelley R. Shaw  
Notary Public-Fulton County, Georgia  
My Commission Expires 6-4-10

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TRADEMARK	APPLICATION OR REGISTRATION NO.	COUNTRY	REGISTRATION OR FILING DATE
America's Favorite Crab Meat	2961590	U.S.A.	June 7, 2005