TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Oceanaire, Inc.		01/26/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2279405	THE OCEANAIRE
Registration Number:	3102858	THE ULTRA-FRESH SEAFOOD EXPERIENCE
Serial Number:	78949291	OUT OF THE WATER, INTO THE AIR, AND ONTO YOUR PLATE

CH $90.00 2279405

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: Scott Kareff, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983.0134
NAME OF SUBMITTER:	Scott Kareff, Esq. (025983.0134)

Signature:	/kc for smk/
Date:	01/31/2007

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of January 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (in such capacity, together with its permitted successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 26, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among The Oceanaire, Inc., a Minnesota corporation ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof as Borrowers (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), each of Parent's Subsidiaries identified on the signature pages thereof as Guarantors (such Subsidiaries are referred to hereinafter each individually as a "Guarantor", and individually and collectively, jointly and severally, as "Guarantors"), the lenders party thereto as Lenders ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, and to Agent for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority (subject to Permitted Liens) security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, modifications, renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

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(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, and to Agent for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give Agent prompt (and in any event within 2 Business Days of acquiring or obtaining such Trademark Collateral) notice in writing of any additional trademarks, trademark applications, or renewal or extension of any trademark registration acquired or made after the date hereof. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

Remainder of page intentionally left blank; signature pages follow

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE OCEANAIRE, INC., as Grantor

By: _____

Name: Glenn C. Massey

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MN

ss.:

COUNTY OF Ramsey

On this ____ day of January 2007, before me personally came GLENN C. MASEY to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CFO of The Oceanaire, Inc., and that s/he executed the foregoing instrument in the firm name of The Oceanaire, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

BARBARA A. KNUTSEN
NOTARY PUBLIC – MINNESOTA
MY COMMISSION EXPIRES 1-31-07

Barbara A. Knutsen

STATE OF _____

ss.:

COUNTY OF _____

On this ____ day of January 2007, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the _____ of Wells Fargo Foothill, Inc., and that s/he executed the foregoing instrument in the firm name of Wells Fargo Foothill, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

_____

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE OCEANAIRE, INC., as Grantor

By:_____

Name:_____

Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By:_____

Name: KATY BROOKS

Title: VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

ss.:

COUNTY OF _____

On this ____ day of January 2007, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the _____ of The Oceanaire, Inc., and that s/he executed the foregoing instrument in the firm name of The Oceanaire, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

_____

STATE OF California

COUNTY OF Los Angeles ss.:

On this 17th day of January 2007, before me personally came Kathy T. Brooks, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the VP of Wells Fargo Foothill, Inc., and that s/he executed the foregoing instrument in the firm name of Wells Fargo Foothill, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

_____

KELLEY KNAPP THATCHER
Commission # 1402996
Notary Public - California
Los Angeles County
My Comm. Expires Mar 1, 2007

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

GRANTOR	COUNTRY	MARK	APPLICATION / REGISTRATION NO.	APPLICATION/ISSUE DATE
The Oceanaire, Inc.	USA	The Oceanaire	2,279,405	9/21/99
The Oceanaire, Inc.	USA	"The Ultra-Fresh Seafood Experience"	3,102,858	6/13/06
The Oceanaire, Inc.	USA	"Out of the Water, Into the Air, and Onto Your Plate"	78/949291	8/10/2006 (application filing date)