

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Herb's Seafood, LLC		05/14/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Harbinger Capital Partners Master Fund I, Ltd.
Street Address:	555 Madison Avenue, 16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1338230	KAPTAIN'S KETCH
Registration Number:	2548199	HOTCHO NACHO
Registration Number:	2701138	KATFISH KITTIES
Registration Number:	2709910	GRABBERS
Registration Number:	2746443	CLAMSTERS
Registration Number:	1915853	LOLLIPOP SHRIMP
Registration Number:	1921064	LOLLIPOP CHICKEN
Registration Number:	2929327	NEON NUGGETS

**CORRESPONDENCE DATA**

Fax Number: (646)728-2841  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617.951.7000  
 Email: tmfilings@fishneave.com  
 Correspondent Name: Nicole D. Park

CH \$215.00 1338230

Address Line 1: Ropes & Gray LLP  
Address Line 2: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110-2624

ATTORNEY DOCKET NUMBER:	105780-0009
NAME OF SUBMITTER:	Nicole D. Park
Signature:	/Nicole D. Park/
Date:	06/24/2008

Total Attachments: 3  
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## SECURITY AGREEMENT

### (TRADEMARKS)

WHEREAS, Herb's Seafood, LLC, a Delaware limited liability company (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to Harbinger Capital Partners Master Fund I, Ltd., as administrative agent (referred to herein as the "Grantee"), and the other Secured Parties, as such term is defined in the Omnibus Pledge and Security Agreement, dated as of May 14, 2008 (as further amended, restated, supplemented or otherwise modified, the "Omnibus Security Agreement"), by and among Grantor, the other Pledgors party thereto and the Grantee for the payment and performance of the Secured Obligations (as defined in the Loan Agreement (as defined in the Omnibus Security Agreement)); and

WHEREAS, pursuant to the Omnibus Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Omnibus Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 1 Harmon Plaza, Secaucus, New Jersey 07094.

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement in any Collateral and the exercise of any right or remedy by the Agent with respect to any Collateral hereunder are subject to the provisions of the Amended and Restated Intercreditor Agreement, dated as of May 14, 2008 (as further amended, restated, supplemented and/or otherwise modified from time to time, the "Intercreditor Agreement"), among Parent, the other Grantors from time to time party thereto, Bank of America, N.A., as First-Lien Agent, and Harbinger Capital Partners Master Fund I, Ltd., as Second-Lien Term Loan Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms and provisions of the Intercreditor Agreement and the terms and provisions of this Agreement, the terms and provisions of the Intercreditor Agreement shall govern and control.

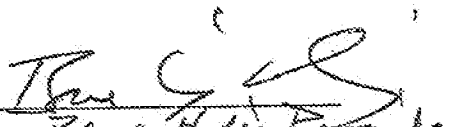
IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be  
duly executed by its officer thereunto duly authorized as of the 14<sup>th</sup> day of May, 2008.

HERB'S SEAFOOD, LLC

By: \_\_\_\_\_

Name:

Title:

  
Bruce H. H. Berry  
CEO

*Signature Page to Herb's Trademark Security Agreement*

TRADEMARK  
REEL: 003802 FRAME: 0101

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

Trademark	Registration Date	Filing or Registration Number
Kaptain's Ketch	05-28-85	1338230
Hotcho Nacho	03-12-02	2548199
Katfish Kitties	03-25-03	2701138
Grabbers	04-22-03	2709910
Clamsters	08-05-03	2746443
Lollipop Shrimp	08-29-95	1915853
Lollipop Chicken	09-19-95	1921064
Neon Nuggets	03-01-05	2929327