

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
S B Holdings LLC		05/12/2008	Corporation-State Maryland:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	One South Broad Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19107		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2009522	STELLAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8008339848		
<b>Email:</b>	kai.goodwin@thomsonreuters.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	80 State Street		
<b>Address Line 2:</b>	6th Floor		
<b>Address Line 4:</b>	Albany, NEW YORK 12207		
<b>ATTORNEY DOCKET NUMBER:</b>	589241/005		
<b>NAME OF SUBMITTER:</b>	Kai Goodwin		
<b>Signature:</b>	/Kai Goodwin/		
<b>Date:</b>	09/26/2008		

CH \$40.00 2009522

**Total Attachments: 14**

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**PATENTS, TRADEMARKS, COPYRIGHTS  
AND LICENSES SECURITY AGREEMENT**

(Trademarks and Patents)

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 12<sup>th</sup> day of May, 2008, by S B HOLDINGS LLC (the "Company"), a Maryland limited liability company, with its chief executive office located at 1584 Ritchie Highway, Arnold, Maryland 21012 and delivered to WACHOVIA BANK, NATIONAL ASSOCIATION (the "Bank"), having a mailing address of One South Broad, Philadelphia, PA 19107.

BACKGROUND

A. This Agreement is being executed pursuant to that certain Loan and Security Agreement dated as of May 18, 2007 by and among Company, Ocean Technology, Inc. and Bank (as supplemented, restated, amended, superseded or replaced from time to time, most recently by that certain First Amendment to Credit and Security Agreement dated as of even date herewith, the "Credit Agreement"), under which Company is granting Bank, a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under Company's patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Bank is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Credit Agreement, Bank is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Bank in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue, following the occurrence of an Event of Default under the Credit Agreement,

for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company represents, warrants and covenants that:

(a) Company has the power and authority to enter into this Agreement and perform its terms;

(b) Each of the Assets listed on **Schedule A** constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement shall have been terminated, Company shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Company shall give Bank prompt written notice thereof along with an amended **Schedule A**.

3. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Credit Agreement is terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

4. Except during the continuance of an Event of Default under the Credit Agreement, Company shall continue to have the exclusive right to use the Assets and Bank shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

5. If and while an Event of Default exists under the Credit Agreement, Company hereby covenants and agrees that Bank, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During the existence of an Event of Default under the Credit Agreement, Company hereby authorizes and empowers Bank, its successors and assigns, and any officer of Bank as Bank may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Bank, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit 1**. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement is terminated.

6. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

7. All rights and remedies herein granted to Bank shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control.

8. Upon Company's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all Obligations, Bank shall execute and deliver to Company all documents reasonably necessary to terminate Bank's security interest in the Assets.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Bank's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Bank and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Credit Agreement.

10. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Bank may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Bank shall have been satisfied, in its sole discretion, that Bank is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Bank for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Bank in the fulfillment of the provisions of this paragraph.

11. During the existence of an Event of Default under the Credit Agreement, Bank may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Bank's name, but at Company's expense, and Company hereby agrees to reimburse Bank in full for all costs and expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Assets.

12. No course of dealing between Borrower and Bank nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Bank's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Bank or by law, shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

14. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

15. THIS AGREEMENT AND ALL RELATED AGREEMENTS AND DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

16. **Company and Bank hereby waive any and all rights each may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.**

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]


SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
Stellar Foods (USA), Inc.	2009522	10/22/1996

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

S B HOLDINGS LLC

By:   
Name: Robert B. Stryker  
Title: member

Approved and Accepted:  
WACHOVIA BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO PATENTS TRADEMARKS AGREEMENT]

S-1

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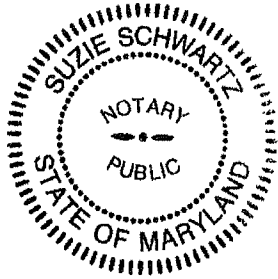
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**ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF: Maryland : SS  
COUNTY OF: Anne Arundel :

On this 12<sup>th</sup> of May, 2008, before me personally appeared Robert Stryker to me known and being duly sworn, deposes and says that he/she is the member of S B HOLDINGS LLC, the Company described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such entity; and he/she desires the same to be recorded as such.




Suzie Schwartz  
Notary Public

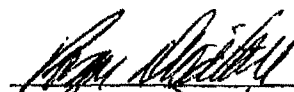
My Commission Expires: 07/31/2010

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

S B HOLDINGS LLC

By:   
Name: Robert B. Stoyko  
Title: member

Approved and Accepted:  
WACHOVIA BANK, NATIONAL ASSOCIATION

By:   
Name: Mary D. Kavanagh  
Title: VP

[SIGNATURE PAGE TO PATENTS TRADEMARKS AGREEMENT]

S-1

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**ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF ~~NORTH CAROLINA~~ *Florida* : SS  
COUNTY OF ~~MECKLENBURG~~ *Broward* :

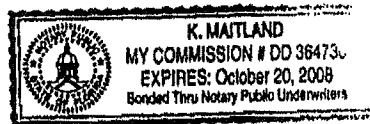
*Roanne Disavatore*

On this 27<sup>th</sup> day of May, 2008, before me personally appeared \_\_\_\_\_ to me known and being duly sworn, deposes and says that he/she is a VP of Wachovia Bank, National Association, the Bank described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

*B. Maitland*  
Notary Public

My Commission Expires:

*10/20/08*



**EXHIBIT 1**

**PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT**

(Trademarks and Patents)

WHEREAS, S B HOLDINGS LLC, , a limited liability company ("Grantor"), is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact

Witness:

**POWER OF ATTORNEY**

S B HOLDINGS LLC, a Maryland limited liability company ("Grantor"), hereby authorizes WACHOVIA BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or Bank thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Amended and Restated Loan and Security Agreement bearing even date herewith among Grantor and certain other parties as Companies and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**S B HOLDINGS LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*RR*  
*Robert B. Stryker*  
*member*

EXHIBIT 1

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : S.S.  
COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_ 200\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of \_\_\_\_\_, and he/she acknowledged to me that he/she executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ of \_\_\_\_\_, 2008, before me personally appeared \_\_\_\_\_, to me known and being duly sworn, deposes and says that he/she is \_\_\_\_\_ of S B HOLDINGS LLC, the Grantor described in the foregoing Power of Attorney; that he/she signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF NORTH CAROLINA : SS  
COUNTY OF MECKLENBURG :

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me personally appeared \_\_\_\_\_ to me known and being duly sworn, deposes and says that he/she is a \_\_\_\_ of Wachovia Bank, National Association, the Bank described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

\_\_\_\_\_  
Notary Public

My Commission Expires: