

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Bill of Sale (following Auction conducted by American Chartered Bank of all assets of The Plitt Company of Chicago et al.) and Assignment	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Chartered Bank		12/11/2009	Banking Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	North Elston Seafood Partners, L.L.C.		
Street Address:	1455 W. Willow		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60642		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3040365	SAILOR GIRL BRAND "NONE BETTER FEW AS GOOD"	
Registration Number:	2964116	SAILOR GIRL	
Registration Number:	3628063	EVEN KEEL SEAFOOD	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	valerie.swanson@klgates.com		
Correspondent Name:	K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3718377-1		
NAME OF SUBMITTER:	Doug Hatlestad		
Signature:	/doug hatlestad/		

CH \$90.00 3040365

Date:

12/15/2009

Total Attachments: 4

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BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Bill of Sale") is made and entered into effective as of the 11 day of December, 2009, by and between, on the one hand, American Chartered Bank, an Illinois Banking Corporation ("ACB") and North Elston Seafood Partners, L.L.C., an Illinois limited liability company ("Buyer").

WHEREAS, on October 26, 2009, ACB conducted a public auction (the "Auction") for substantially all of the assets of The Plitt Company of Chicago, Plitt Washington, Inc., Plittco Holdings, Inc., Plitt Boston, Inc., and Plitt Chesapeake, LLC (collectively, "Plitt") in accordance with Section 5/9-610(b) of the Illinois Uniform Commercial Code; and

WHEREAS, ACB determined that Buyer submitted the highest and best bid for substantially all of Plitt's assets at the Auction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Bill of Sale and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale of Assets. Subject to the terms of that certain Asset Purchase Agreement, dated October 20, 2009, by and between ACB and Buyer (the "APA"), ACB hereby sells, assigns, transfers and conveys to Buyer as of the date of this Agreement all of the ACB's right, title and interest in and to the Acquired Assets (as defined in the APA) to the extent possible under the Uniform Commercial Code.
2. The Buyer's Acceptance. The Buyer does hereby accept the sale, assignment, transfer and conveyance of the Acquired Assets. The Buyer purchases the Acquired Assets "as is, where is" except as otherwise expressly provided in the APA.
4. Terms of APA. The terms of the APA are incorporated herein by this reference.
5. General. This Bill of Sale shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of Illinois applicable to contracts made and to be performed therein, regardless of Illinois' conflict of laws principles, and without reference to any rules of construction regarding the party responsible for the drafting hereof. This Bill of Sale may be amended only by written instrument duly signed by all of the parties to this Bill of Sale. This Bill of Sale may be executed in any number of counterparts, including by facsimile, each of which shall be deemed an original.

TRADEMARK

REEL: 004114 FRAME: 0219

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment to be executed effective as of the date and year first above written.

North Elston Seafood Partners,
L.L.C.

By: *John Stewart*

Its: *Manager*

American Chartered Bank

By: _____

Its: _____

TRADEMARK

REEL: 004114 FRAME: 0220

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment to be executed effective as of the date and year first above written.

**North Elston Seafood Partners,
L.L.C.**

By: _____

Its: _____

American Chartered Bank

By:  _____ OFFICER

Its: BANK OFFICER

TRADEMARK

REEL: 004114 FRAME: 0221

SCHEDULE I

to

**INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS**

A. REGISTERED TRADEMARKS

FEDERAL REGISTRATION – THE PLITT COMPANY OF CHICAGO				
MARK	COUNTRY/ STATE	SERIAL NUMBER & DATE	REGISTRATION NUMBER & DATE	STATUS
 <p>SAILOR GIRL BRAND "NONE BETTER FEW AS GOOD"</p>	United States	78415034 07/07/2004	3040365 01/10/2006	Live/Active
<p>SAILOR GIRL</p>	United States	78414335 05/06/2004	2964116 06/28/2005	Live/Active
 <p>EVEN KEEL SEAFOOD</p>	United States	77376906 01/22/2008	3628063 05/26/2009	Live/Active