

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Seabrook Brothers & Sons, Inc.		08/05/2010	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One South Broad Street, 3rd Floor		
<b>Internal Address:</b>	Attn: Asset Based Lending		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19107		
<b>Entity Type:</b>	National Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1144412	BROTHERS & SONS	
Registration Number:	2546044	SEABROOK FARMS	
Registration Number:	2459678	SEABROOK FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	471958		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		

CH \$90.00 1144412

**900169074**

**TRADEMARK**  
**REEL: 004258 FRAME: 0022**

Signature:	/jep/
Date:	08/10/2010
<p>Total Attachments: 15</p> <p>source=8-10-10 Seabrook-TM#page1.tif source=8-10-10 Seabrook-TM#page2.tif source=8-10-10 Seabrook-TM#page3.tif source=8-10-10 Seabrook-TM#page4.tif source=8-10-10 Seabrook-TM#page5.tif source=8-10-10 Seabrook-TM#page6.tif source=8-10-10 Seabrook-TM#page7.tif source=8-10-10 Seabrook-TM#page8.tif source=8-10-10 Seabrook-TM#page9.tif source=8-10-10 Seabrook-TM#page10.tif source=8-10-10 Seabrook-TM#page11.tif source=8-10-10 Seabrook-TM#page12.tif source=8-10-10 Seabrook-TM#page13.tif source=8-10-10 Seabrook-TM#page14.tif source=8-10-10 Seabrook-TM#page15.tif</p>	

## 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):**

Seabrook Brothers & Sons, Inc.  
 PO Box 5103  
 85 Finley Road  
 Seabrook, NJ 08302

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

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

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 08/05/2010

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other amended & restated security agreeme

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Internal \_\_\_\_\_

Address: Attn: Asset Based Lending

Street Address: One South Broad Streee, 3rd Fl

City: Philadelphia

State: PA

Country: \_\_\_\_\_ Zip: 19107

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

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)

See Schedule A

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: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY                              Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 471958

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

3

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


- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

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

**9. Signature:**

  
 Signature

08/10/10

Date

Luis Rodriguez

Name of Person Signing

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

15

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement ("Agreement") is made as of the 5<sup>th</sup> day of August, 2010 by **SEABROOK BROTHERS & SONS, INC.** ("Borrower"), having a mailing address at P.O. Box 5103, 85 Finley Road, Seabrook, New Jersey 08302, and delivered to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, having a mailing address at MAC: Y1375-031, One South Broad Street, 3<sup>rd</sup> Floor, Philadelphia, Pennsylvania 19107, Attn: Asset Based Lending ("Lender").

### BACKGROUND

A. Borrower and First Union National Bank, Lender's predecessor in interest, are parties to that certain Amended and Restated Loan and Security Agreement dated as of March 27, 2000 (as amended, restated, modified or supplemented from time to time, the "Existing Agreement"), and certain instruments, documents, and agreements executed in connection therewith (each as amended, restated, supplemented, or modified from time to time, together with the Trademark Security Agreement, the "Existing Loan Documents");

B. In connection with the Existing Agreement, Borrower executed a Trademark Security Agreement (as amended, restated, modified or supplemented from time to time the "Existing Trademark Agreement"), under which, among other collateral, Borrower granted to First Union National Bank, Lender's predecessor in interest, a lien on and security interest in certain assets of Borrower associated with or relating to products leased or sold or services provided under Borrower's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets, trademarks, servicemarks and tradenames under the terms and conditions set forth therein. All liens rights and interests granted to Lender's predecessor in interest are now held by Lender.

C. Borrower and Lender have decided to amend and restate the Existing Agreement pursuant to the terms of that certain Second Amended and Restated Loan and Security Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and certain instruments, documents, and agreements executed in connection therewith (each as amended, restated, supplemented, or modified from time to time, the "Credit Documents"). To induce Lender to continue such financing for the benefit of Borrower, Borrower is executing this Amended and Restated Trademark Security Agreement. Capitalized terms used but not defined herein shall have the meaning given to them in the Credit Agreement.

D. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed and goodwill associated thereto ("Goodwill") on Schedule A attached hereto and made part hereof (all such marks or names or Goodwill hereinafter referred to as the "Trademarks").

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

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 Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Borrower grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits, (collectively the "Collateral").

2. Subject to the terms and conditions of the Credit Agreement, Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect (to the extent consistent with its past practices and in its good business judgment) and otherwise perform all of its obligations and undertakings under this Agreement until all of the Obligations are indefeasibly paid and satisfied in full and the Credit Agreement has been terminated.

3. Borrower represents, warrants and covenants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To its knowledge, each of the Trademarks is valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Borrower not to sue third persons except for nonexclusive licenses granted in the ordinary course of Borrower's business;

(d) Borrower has the right, power and authority to enter into this Agreement and perform its terms; and

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks in all material respects.

4. Borrower further covenants that:

(a) Until all of the Obligations have been paid and satisfied in full and the Credit Agreement has been terminated, Borrower will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Borrower's obligations under this Agreement without obtaining Lender's prior written consent.

(b) If Borrower acquires rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender written notice promptly upon its first use thereof along with an amended Schedule A.

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred and is continuing under the Credit Agreement and that Lender has elected to exercise its rights hereunder, Borrower shall continue to have the exclusive right to use the Trademarks and Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Lender except for licenses granted in the ordinary course of Borrower's business.

7. Following the occurrence and during the continuance of an Event of Default under the Credit Agreement, Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State whose law governs the interpretation of the Credit Agreement, may take such action permitted under the Credit Documents or permitted by law, in its exclusive discretion, to foreclose upon or otherwise exercise its rights against the Trademarks covered hereby. For such purposes, Borrower authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power following the occurrence and continuance of an Event of Default (a) to endorse Borrower's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Trademarks, (b) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (c) to sell, assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on Borrower's behalf a trademark assignment in the form attached hereto as Exhibit I. Borrower 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 Credit Documents, and until all the Obligations are paid and satisfied in full and the Credit Agreement is terminated.

8. This Agreement shall not be modified without the written consent of the parties hereto.

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

10. Upon full and unconditional satisfaction of all of the Obligations and termination of the Credit Agreement, Lender shall execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation

and execution of this Agreement and all other documents relating hereto, 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 Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the contractual per annum rate prescribed in the Credit Agreement applicable to the Revolving Loans.

12. Subject to any applicable terms of the Credit Agreement, Borrower shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter to preserve and maintain all rights in the Trademarks (consistent with past practices and in its good business judgment), and upon reasonable request of Lender, Borrower shall make federal application on registrable but unregistered trademarks belonging to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Trademark without the prior written consent of the Lender.

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

14. If an Event of Default has occurred and is continuing under the Credit Agreement, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Lender in full for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

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

16. Upon satisfaction and indefeasible payment in full of all of the Obligations and termination of Lender's commitments under the Credit Agreement, Lender will release its liens on and security interest in the Trademarks.

17. 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.

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

19. This Agreement shall be governed by and construed in conformity with the laws of the State of New Jersey without regard to its otherwise applicable principles of conflicts of laws.

20. Borrower and Lender each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties under this Agreement.

21. This Agreement amends and restates, but does not release, discharge or impair any liens granted under or evidenced by, that certain Trademark Security Agreement dated March 27, 2000 by Borrower in favor of Lender's predecessor in interest. Nothing herein contained shall impair or alter any lien priority in respect of liens granted under or evidenced by such prior Trademark Security Agreement. This Agreement is intended to confirm and supplement Lender's rights and interests.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement the day and year first above written.

SEABROOK BROTHERS & SONS, INC.

By: 

Name: James M. Seabrook, Jr.

Title: President and Chief Executive Officer

ACKNOWLEDGED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION

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

Name: Robert H. Waters, Jr.

Title: Vice President

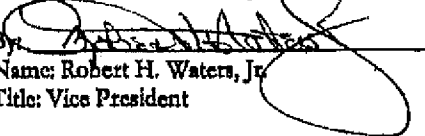
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement the day and year first above written.

**SEABROOK BROTHERS & SONS, INC.**

By: \_\_\_\_\_  
Name: James M. Seabrook, Jr.  
Title: President and Chief Executive Officer

**ACKNOWLEDGED AND AGREED:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By:   
Name: Robert H. Waters, Jr.  
Title: Vice President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF NEW JERSEY : SS  
COUNTY OF CUMBERLAND :

On this <sup>4th</sup> of August, 2010, before me personally appeared James M. Seabrook, Jr., to me known and being duly sworn, deposes and says that he is President and Chief Executive Officer of Seabrook Brothers & Sons, Inc.; that he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public

My Commission Expires:

**ROBERT S. ELLIOTT**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES 5/21/12**

**POWER OF ATTORNEY**

SEABROOK BROTHERS & SONS, INC. ("Grantor"), hereby authorizes WELLS FARGO BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively "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 Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to sell, assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, in each case subject to the terms of the Trademark 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 Loan and Security Agreement bearing even date herewith among Grantor and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

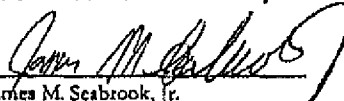
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement.

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

**[SIGNATURE APPEARS ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 5<sup>th</sup> day  
of August, 2010.

SEABROOK BROTHERS & SONS, INC.


By:   
Name: James M. Seabrook, Jr.  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO POWER OF ATTORNEY]

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF NEW JERSEY : SS  
COUNTY OF CUMBERLAND :

On this 4th of August, 2010, before me personally appeared James M. Seabrook, Jr., to me known and being duly sworn, deposes and says that he is President and Chief Executive Officer of Seabrook Brothers & Sons, Inc.; that he signed the Power of Attorney as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

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

My Commission Expires:

**ROBERT S. ELLIOTT  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 5/21/12**

SCHEDULE A

TRADEMARKS

<u>Name</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Brothers & Sons	1,144,412	December 23, 1980
Seabrook Farms	2,546,044	March 12, 2002
Seabrook Farms and Design	2,459,678	June 12, 2001

EXHIBIT I

FORM OF TRADEMARK ASSIGNMENT

WHEREAS, Seabrook Brothers & Sons, Inc. ("Grantor") is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), 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 Trademarks;

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, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith issued under and pursuant to the Power of Attorney.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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



