

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS Recorded At Reel 4763 Frame 0789		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		10/04/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE OCEANAIRE, INC.		
Street Address:	1510 West Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3102858	THE ULTRA-FRESH SEAFOOD EXPERIENCE	
Registration Number:	2279405	THE OCEANAIRE	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-819-8437		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Andrew Fessak/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1155735-0025		
NAME OF SUBMITTER:	Andrew Fessak		
SIGNATURE:	/Andrew Fessak/		
DATE SIGNED:	10/04/2016		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (“Trademark Release”) is made as of October 4, 2016, by JEFFERIES FINANCE LLC, a Delaware limited liability company (the “Agent”) in favor of THE OCEANAIRE, INC., a Minnesota corporation with offices at 1510 West Loop South, Houston, Texas 77027 (the “Grantor”).

W I T N E S S E T H:

WHEREAS, Grantor entered into a certain trademark security agreement dated April 24, 2012 (the “Trademark Security Agreement”) with the Agent, notice of which was recorded on April 24, 2012 at the United States Patent and Trademark Office at Reel 4763, Frame 0789.

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

WHEREAS, Grantor granted the Agent, under the terms of the Trademark Security Agreement, a continuing security interest (the “Security Interest”) in favor of the Agent, in and to the following (collectively, the “Trademark Collateral”): (a) all of its Trademarks and Trademark Intellectual Property Licenses (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Collateral) to which it is a party including those referred to on **Schedule I**; (b) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Collateral); and (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

WHEREAS, the Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, terminates and discharges any and all of its interest in the intellectual property of the Grantor, including the Trademark Collateral, and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral, and assigns, transfers and conveys to Grantor any interest in such intellectual property, including the Security Interest.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Trademark Release to be executed as of the day and year first written above.

JEFFERIES FINANCE LLC,
as Agent

By: _____ 

Name: _____
Title: **E.J. Hess**
Managing Director

[SIGNATURE PAGE TO TRADEMARK RELEASE – THE OCEANAIRE, INC.]

TRADEMARK
REEL: 005895 FRAME: 0221

Schedule I

TRADEMARKS

Serial Number	Registration Number	Mark	Registration Date
76642093	3102858	THE ULTRA-FRESH SEAFOOD EXPERIENCE	13-Jun-06
75544771	2279405	THE OCEANAIRE	21-Sep-99