

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446403

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Legal Sea Foods, LLC		09/29/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Seacoast Capital Partners IV, L.P., as Collateral Agent
Street Address:	55 Ferncroft Rd.
Internal Address:	Suite 110
City:	Danvers
State/Country:	MASSACHUSETTS
Postal Code:	01923
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	3125383	LEGAL SEA FOODS \$10 OFF THE PURCHASE OF
Registration Number:	1060132	LEGAL SEA FOODS
Registration Number:	2182177	LEGAL C BAR
Registration Number:	3093749	LEGAL'S TEST KITCHEN
Registration Number:	3154635	LTK
Registration Number:	3142735	LEGAL SEA FOODS RESTAURANT OYSTER BAR IN
Registration Number:	1215394	LEGAL
Registration Number:	1215395	IF IT ISN'T FRESH, IT ISN'T LEGAL
Registration Number:	1537811	IF IT'S NOT FRESH, IT'S NOT LEGAL
Registration Number:	1616219	FANATICS FOR FRESHNESS
Registration Number:	1921221	CUISINEAST
Registration Number:	2003409	LEGAL SEA FOODS CUISINEAST
Registration Number:	1992506	LEGAL SEA FOODS QUALITY CONTROL CENTER H
Registration Number:	2033744	LEGAL SEA FOODS RESTAURANT OYSTER BAR
Registration Number:	2713727	LEGAL SEA FOODS
Registration Number:	2298231	LEGAL SEA FOODS
Registration Number:	2281813	IF IT ISN'T FRESH, IT ISN'T LEGAL
Registration Number:	2298237	LEGAL SEA FOODS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2285604	LEGAL
Registration Number:	2728972	LEGAL SEA FOODS ESTABLISHED 1950 RESTAUR
Registration Number:	2857536	
Registration Number:	3072482	ALASKA WILD SALMON WORLD'S FINEST LEGAL
Registration Number:	3093755	LEGAL SEA FOODS THE OYSTER EXPERIENCE ED
Registration Number:	1058761	
Registration Number:	3314267	LEGAL INDULGENCES
Registration Number:	3534929	LEGAL SEA FOODS RESTAURANTS · MAIL ORDER
Registration Number:	3592881	IF IT ISN'T HEALTHY IT ISN'T LEGAL
Serial Number:	77748693	LEGAL SEA BAR AND GRILLE
Serial Number:	77313149	LEGAL LOBSTER
Serial Number:	77407235	IF IT ISN'T HEALTHY IT ISN'T LEGAL
Serial Number:	77474843	THE LEGAL OYSTER BAR
Serial Number:	77474820	LEGAL OYSTER WINE & BAR
Serial Number:	77474831	LEGAL'S HARBORSIDE
Serial Number:	77474800	THE LEGAL HARBORSIDE
Serial Number:	77728048	LEGAL CEA BAR
Serial Number:	77748669	THE EAU BAR
Serial Number:	77926029	LEGAL'S SEAFOOD AND MEAT
Serial Number:	77926034	LEGAL'S MARKETPLACE

CORRESPONDENCE DATA

Fax Number: 6123408827

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.

Phone: 612-492-6842

Email: ip.docket@dorsey.com

Correspondent Name: Jeffrey R. Cadwell, Dorsey & Whitney LLP

Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	10/09/2017

Total Attachments: 12

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement dated as of September 29, 2017 by and among the Obligor (as defined therein), Rockland Trust Company and Seacoast Capital Partners IV, L.P. (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the “Subordination Agreement”) to the Payment in Full of all Senior Debt (as defined in such Subordination Agreement) and reference is made to such Subordination Agreement for a full statement of the terms and conditions of such subordination.”

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of September 29, 2017, is made by and between by and between Legal Sea Foods, LLC, a Delaware limited liability company with a principal office at One Seafood Way, Boston, MA 02210 (the “Debtor”) and Seacoast Capital Partners IV, L.P., a Delaware limited partnership, as collateral agent (together with its successors and assigns in such capacity, “Agent”) on behalf of itself, and the Purchasers, as defined below (collectively, the “Secured Parties”).

Recitals

The Debtor, Legal Sea Foods GC, LLC, Legal Sea Foods Holdings Co., Inc., Agent, and certain purchasers (collectively, the “Purchasers”) are entering into a Note and Securities Purchase Agreement dated as of the date hereof (as it may be amended, restated or modified from time to time, the “Purchase Agreement”) in order to, among other things, induce Purchasers to enter into and purchase Notes and Warrants (as such term is defined in the Purchase Agreement) from the Debtor under the Purchase Agreement.

As a condition to the Secured Parties entering into the Purchase Agreement, the Secured Parties have required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Purchase Agreement, Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Purchase Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Obligations” means Obligations as defined in the Purchase Agreement.

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and collaterally assigns to, and grants to the Agent for the benefit of the Secured Parties a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Purchase Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority**. The Debtor represents and warrants as of the date hereof that it is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary organizational action on the part of the Debtor.

(b) **Patents**. The Debtor represents and warrants as of the date hereof that Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Agent with a replacement Exhibit A, which upon acceptance by the Agent shall become part of this Agreement.

(c) **Trademarks**. The Debtor represents and warrants as of the date hereof that Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor’s or any Affiliate’s business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor

shall within sixty (60) days provide written notice to the Agent with a replacement Exhibit B, which upon acceptance by the Agent shall become part of this Agreement, failure to provide a replacement Exhibit B shall not constitute a default hereunder, unless such failure continues for thirty (30) days after notice to the Debtor.

(d) **Affiliates.** The Debtor represents and warrants of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Agent of such item(s) and cause such Affiliate to execute and deliver to the Agent a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor represents and warrants as of the date hereof that to the best of Debtor's knowledge (the Debtor having no notice of an adverse claim of ownership), the Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Purchase Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Parties' prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon (except the Debtor may abandon certain Trademarks it reasonably determines does not promote the good will of its business without notice to or consent of, Agent or Required Purchasers) nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Agent: (i) sufficient written notice, of at least 30 days, to allow the Agent to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Agent's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of thirty (30) calendar days after the Agent gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately (except as otherwise provided herein) upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Agent that it intends to abandon a Patent or Trademark, the Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor and may (but need not) take any and all other actions which the Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Agent within thirty (30) days after demand the amount of all moneys reasonably expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Agent in connection with or as a result of the Agent's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from thirty (30) days after the date expended or incurred by the Agent at the Default Rate.

(k) **Power of Attorney.** To facilitate the Agent's taking action under subsection (i) and exercising their rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Agent, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Agent, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third parties, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and consistent with the authority granted hereinabove. The power of attorney granted herein shall terminate upon the termination of the Purchase Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Purchase Agreement, shall occur; or (b) the Debtor shall fail to observe

or perform any covenant or agreement herein binding on it which continues for thirty (30) days after notice from the Agent; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, any Secured Party may, at its option, take any or all of the following actions:

(a) Such Secured Party may exercise any or all remedies available under the Purchase Agreement.

(b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Agent may enforce the Patents and Trademarks and any licenses thereunder, and if the Agent shall commence any suit for such enforcement, the Debtor shall, at the reasonable request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified or amended only in a writing signed by the Agent and the Debtor, and the Security Interest can be released, only explicitly in a writing signed by the Agent. A waiver signed by the Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of any Secured Party's rights or remedies. All rights and remedies of any Secured Party shall be cumulative and may be exercised singularly or concurrently, at such Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Purchase Agreement. No Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Parties and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Agent, and the Debtor waives notice of any Secured Party's acceptance hereof. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Delaware without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR
PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Witness: Richard Heuer
Richard Heuer

DEBTOR

LEGAL SEA FOODS, LLC

By: Roger S. Berkowitz
Name: Roger S. Berkowitz
Title: President and Chief Executive Officer

Commonwealth of Massachusetts)

County of Suffolk) ss.

On this 28th day of September, 2017, before me, the undersigned notary public, personally appeared Roger Berkowitz proved to me through satisfactory evidence of identification, which consisted of personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as President + CEO of Legal Sea Foods, LLC voluntarily for its stated purpose.



Donna M. Cruz
Notary Public
My commission expires: 11/23/18

[CONTINUED ON THE FOLLOWING PAGE]

AGENT

Witness:

[Handwritten signature]

SEACOAST CAPITAL PARTNERS IV,
L.P.

By:

[Handwritten signature]

Name: Thomas Gorman
Title: Manager

Commonwealth of Massachusetts)

County of Essex) ss.

On this _____ day of September, 2017, before me, the undersigned notary public, personally appeared Thomas Gorman proved to me through satisfactory evidence of identification, which consisted of known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as _____ voluntarily for its stated purpose.

NOTARIAL SEAL

[Handwritten signature]
Notary Public Doreen Gove, 9
My commission expires 3/2023

EXHIBIT A

UNITED STATES ISSUED PATENTS

UNITED STATES PATENT APPLICATIONS

FOREIGN ISSUED PATENTS

UNITED STATES PATENT APPLICATIONS

NONE CURRENTLY

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

Trademark	Serial Number	Registration Number	Registration Date
LEGAL SEA FOODS \$10 OFF THE PURCHASE OF	76602328	3125383	08/08/2006
LEGAL SEA FOODS	73067713	1060132	02/22/1977
LEGAL C BAR	75306589	2182177	08/18/1998
LEGAL'S TEST KITCHEN	76627053	3093749	05/16/2006
LTK	76627054	3154635	10/10/2006
LEGAL SEA FOODS RESTAURANT OYSTER BAR IN	76633127	3142735	09/12/2006
LEGAL	73336191	1215394	11/02/1982
IF IT ISN'T FRESH, IT ISN'T LEGAL	73336192	1215395	11/02/1982
IF IT'S NOT FRESH, IT'S NOT LEGAL	73751456	1537811	05/02/1989
FANATICS FOR FRESHNESS	74010771	1616219	10/02/1990
CUISINEAST	74488456	1921221	09/19/1995
LEGAL SEA FOODS CUISINEAST	74496407	2003409	09/24/1996
LEGAL SEA FOODS QUALITY CONTROL CENTER & DESIGN	74604332	1992506	08/13/1996
LEGAL SEA FOODS RESTAURANT OYSTER BAR	75054815	2033744	01/28/1997

LEGAL SEA FOODS	75590796	2713727	05/06/2003
LEGAL SEA FOODS	75590856	2298231	12/07/1999
IF IT ISN'T FRESH, IT ISN'T LEGAL	75592521	2281813	09/28/1999
LEGAL SEA FOODS	75593124	2298237	12/07/1999
LEGAL	75596180	2285604	10/12/1999
LEGAL SEA FOODS ESTABLISHED 1950 RESTAUR	76438867	2728972	06/24/2003
FISH DESIGN	76514419	2857536	06/29/2004
ALASKA WILD SALMON WORLD'S FINEST LEGAL	76594978	3072482	03/28/2006
LEGAL SEA FOODS THE OYSTER EXPERIENCE ED	76641350	3093755	05/16/2006
FISH ON PLATE DESIGN	73069928	1058761	02/08/1977
LEGAL INDULGENCES	78797101	3314267	10/16/2007
LEGAL SEA FOODS & DESIGN	77235835	3534929	11/18/2008
IF IT ISN'T HEALTHY IT ISN'T LEGAL	77976408	3592881	03/17/2009

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Trademark Application	Application Serial Number	Application Date
LEGAL SEA BAR AND GRILLE	77748693	06/01/2009
LEGAL LOBSTER	77313149	10/25/2007
IF IT ISN'T HEALTHY, IT ISN'T LEGAL	77407235	02/27/2008
THE LEGAL OYSTER BAR	77474843	05/15/2008
LEGAL OYSTER WINE & BAR	77474820	05/15/2008
LEGAL'S HARBORSIDE	77474831	05/15/2008
THE LEGAL HARBORSIDE	77474800	05/15/2008
LEGAL CEA BAR	77728048	05/04/2009
THE EAU BAR	77748669	06/01/2009
LEGAL'S SEAFOOD AND MEAT	77926029	02/02/2010
LEGAL'S MARKETPLACE	77926034	02/02/2010

[Legal Sea Foods, LLC – Patent and Trademark Security Agreement]

4813-2964-18083

RECORDED: 10/09/2017

**TRADEMARK
REEL: 006177 FRAME: 0678**