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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
08 01 99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
08 01 99

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

09/09/1999 JSHADAZZ 00000029 75631432

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001955 FRAME: 0260

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75631432"/>	<input type="text" value="75290058"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1606546"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

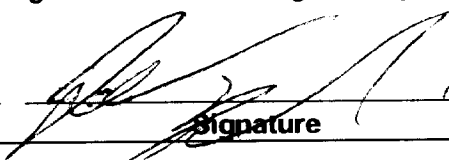
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joseph Tyssowski, Esquire

Name of Person Signing



Signature

8/1/99

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of August 1, 1999, by and between HM ACQUISITION CORP., a Delaware corporation ("Assignor"), with its mailing address at 1111 N.W. 159th Drive Miami, Florida 33169 and LASALLE BUSINESS CREDIT, INC., a Delaware corporation ("LaSalle"), with its principal place of business at 120 E. Baltimore Street, Suite 1800, Baltimore, Maryland 21202.

RECITALS

LaSalle has agreed to extend various credit accommodations to SEASPECIALTIES, INC., a Florida corporation ("Borrower"), under the terms and conditions set forth in a Loan And Security Agreement dated February 24, 1998 by and between the Borrower and LaSalle, as amended by Modification No. One dated November 18, 1998, Modification No. Two dated May 10, 1999, and Modification No. Three of even date herewith (collectively, together with all further amendments and modifications, the "Loan Agreement"), and various other documents, instruments and agreements executed by or on behalf of the Borrower in connection with the above-described credit accommodations (together with the Loan Agreement, collectively, "Loan Documents").

The Assignor is a wholly-owned subsidiary of the Borrower, and a portion of the proceeds of the loans extended to the Borrower are to be loaned by the Borrower to the Assignor. In order to induce LaSalle to enter into the above-described credit accommodations, the Assignor has guarantied the Borrower's obligations to the Lender pursuant to the Guaranty of even date herewith ("Guaranty"), has agreed to grant to LaSalle a lien and security interest in all trademark and service mark rights owned by the Assignor, and also has granted to LaSalle a lien on and security interest in all of the Assignor's assets pursuant to a Security Agreement of even date herewith from the Assignor to LaSalle ("Security Agreement"), and various other documents and agreements executed by the Assignor for the benefit of LaSalle (collectively with the Guaranty and the Security Agreement, the "Guaranty Documents"), including but not limited to those assets relating to products sold under the trademarks and services rendered under the service marks, whereby LaSalle, upon the occurrence of an Event of Default (as such term is defined in the Security Agreement), shall have the right to foreclose on the trademarks, service marks and other assets of the Assignor, in order that LaSalle or its assignee may continue the sale of products sold and services rendered under the trademarks and service marks.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Assignor agrees with LaSalle as follows:

Section 1. Grant Of Security Interest. The Assignor, as additional security for the complete and timely payment, performance and satisfaction of all of the Obligations (as hereafter defined), hereby grants unto LaSalle, its successors and assigns, upon the following terms and conditions, a continuing lien and security interest in those certain trademarks and service marks registered with the United States Patent and Trademark Office in the name of the Assignor, and described on Exhibit A attached hereto and made a part hereof, together with any renewals thereof, and the entire goodwill of the business in connection with which such trademarks and service marks are used, and all claims for damages by reason of past infringement of such trademarks and service marks with the right to sue for and collect the same, to LaSalle (collectively, "Trademarks") and all license rights in the Trademarks. As used herein, the term "Obligations" shall mean all duties of payment and performance, whether direct or indirect, both now existing and arising from time to time, owed by the Assignor to LaSalle under the Guaranty and the other Guaranty Documents. This Agreement is delivered pursuant to and in confirmation of the terms and conditions of the Guaranty Documents, which terms and conditions are incorporated by reference into this Agreement and made a part hereof as if fully set out herein.

Section 2. Additional Trademarks Or Service Marks. If, before the Obligations shall have been satisfied in full, the Assignor shall obtain rights to any new trademarks or service marks, the provisions of Section 1 shall automatically apply thereto and the Assignor shall give prompt written notice thereof to LaSalle. The Assignor irrevocably and unconditionally authorizes LaSalle to modify this Agreement by amending Exhibit A to include any additional or future trademarks, service marks and applications therefor owned or acquired by the Assignor without any further assent or signature of the Assignor.

Section 3. Purpose. This Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to LaSalle under the Security Agreement. The terms and conditions of the Security Agreement shall remain in full force and effect in accordance with its terms, notwithstanding the execution, delivery and recordation of this Agreement.

Section 4. Representations And Warranties. With respect to the registered trademarks listed on Exhibit A, the Assignor represents and warrants that:

- a. The Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;
- b. Each of the Trademarks is valid and enforceable;

c. No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

d. The Assignor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons;

e. The Assignor has the unqualified right to enter into this Agreement and to perform its terms;

f. The Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

g. The Assignor has used or required the use of, and will continue to use or require the use of for the duration of this Agreement, consistent standards of quality in the manufacture of products sold and services rendered under the Trademarks.

Section 5. Agreement To Assign Interest. Upon the occurrence of an Event of Default, in addition to all other rights and remedies available to LaSalle under the Guaranty Documents or applicable law, the Assignor hereby agrees: (1) to execute any and all documents, agreements and instruments considered necessary, appropriate or convenient by LaSalle or its counsel to effectuate the assignment, transfer and conveyance of the Trademarks to LaSalle or its assignee; and (2) to hereby irrevocably and unconditionally authorize and empower LaSalle to make, constitute and appoint any officer or agent of LaSalle as LaSalle may select, in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all such documents, agreements and instruments, including without limitation assignments. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement, and constitutes a power of attorney coupled with an interest. All of LaSalle's rights and remedies with respect to the Trademarks, whether established by this Agreement, by the Security Agreement, by any other Guaranty Document, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 6. Patent And Trademark Office May Rely Upon This Agreement. If LaSalle shall elect to exercise any of the rights hereunder, the United States Patent and Trademark Office shall have the right to rely upon LaSalle's written statement of LaSalle's right to sell, assign and transfer the Trademarks and the Assignor hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office to recognize such sale by LaSalle either in the Assignor's name or in LaSalle's name without the necessity or obligation of the United States Patent and Trademark

Office to ascertain the existence of any default by the Assignor under the Guaranty Documents.

Section 7. Costs And Expenses. Any and all reasonable fees, costs and expenses, including the reasonable attorney's fees and legal expenses incurred by LaSalle 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, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor upon reasonable demand by LaSalle and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Documents.

Section 8. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Guaranty, in the manner and within the time specified in the Guaranty.

Section 9. No Assignment Or Further Lien. The Assignor shall not assign, transfer or convey its interests in the Trademarks, nor shall the Assignor grant any further lien or security interest in all or any of the Trademarks, without the prior written consent of LaSalle.

Section 10. Further Assurances. The Assignor shall execute any further or additional documents considered necessary, appropriate or proper by LaSalle to effectuate the purposes and intent of this Agreement.

Section 11. Amendment. The terms and conditions of this Agreement may be modified, altered, waived, or amended only by a writing executed by the parties hereto consenting to such modification, alteration, waiver, or amendment.

Section 12. Severability. If any of the provisions of this Agreement are judicially determined to be in conflict with any law of the State of Maryland or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Agreement.

Section 13. Successors And Assigns. The terms, covenants and conditions contained in this Agreement shall inure to the benefit of LaSalle and its successors and assigns, and shall be binding upon the Assignor and its successors and assigns.

Section 14. Choice Of Law. The laws of the State of Maryland (excluding, however, conflict of law principles) shall

govern and be applied to determine all issues relating to this Agreement and the rights and obligations of the parties hereto, including the validity, construction, interpretation, and enforceability of this Agreement and its various provisions and the consequences and legal effect of all transactions and events which resulted in the execution of this Agreement or which occurred or were to occur as a direct or indirect result of this Agreement having been executed.

Section 15. Consent To Jurisdiction; Agreement As To Venue. The Assignor irrevocably consents to the non-exclusive jurisdiction of the courts of the State of Maryland and of the United States District Court For The District Of Maryland, if a basis for federal jurisdiction exists. The Assignor agrees that venue shall be proper in any circuit court of the State of Maryland selected by LaSalle or in the United States District Court For The District Of Maryland if a basis for federal jurisdiction exists and waives any right to object to the maintenance of a suit in any of the state or federal courts of the State of Maryland on the basis of improper venue or of inconvenience of forum.

Section 16. Waiver Of Jury Trial. The Assignor (by its execution hereof) and LaSalle (by its acceptance of this Agreement) agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party hereto, with respect to this Agreement, the Guaranty Documents, or any other document or agreement which in any way relates, directly or indirectly, to this Agreement, the Guaranty Documents, the Obligations or any event, transaction or occurrence arising out of or in any way connected with this Agreement, the Guaranty Documents, any of the Obligations, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE ASSIGNOR AND LASALLE HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.** The Assignor acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties hereto and that LaSalle would not enter into the subject transactions if this provision were not part of this Agreement.

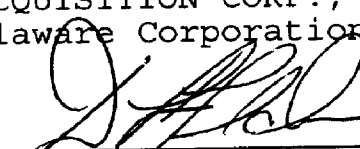
IN WITNESS WHEREOF, the Assignor has executed this Agreement as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

ASSIGNOR:

HM ACQUISITION CORP.,
A Delaware Corporation

By:


David H. Fleischman,
Senior Vice President

(SEAL)

ACKNOWLEDGMENT

STATE OF New York, CITY/COUNTY OF New York, TO WIT:

I HEREBY CERTIFY that on this 4th day of August, 1999, before me, the undersigned Notary Public of the aforesaid State, personally appeared David H. Fleischman, and acknowledged himself to be the Senior Vice President of HM ACQUISITION CORP., a Delaware corporation, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument in the capacity and for the purposes therein contained, by signing the name of HM ACQUISITION CORP. by himself as Senior Vice President.

IN WITNESS MY Hand and Notarial Seal.



NOTARY PUBLIC (SEAL)

My Commission Expires:

DAPHNE E. SCHMITT
Notary Public, State of New York
No. 5008515
Qualified in Onondaga County
My Commission Expires February 22, 1999
2001

EXHIBIT A
TO TRADEMARK SECURITY AGREEMENT

Schedule Of Trademarks & Applications

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
HOMARUS	1606546	7/17/90

<u>Trademark Applications</u>	<u>Application Number</u>	<u>Application Date</u>
SEALANDIA	75-631432	2/1/99
(Design Only)	75-290058	5/12/97