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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

11-16-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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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).

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- 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
04 30 2000

Conveying Party

Mark if additional names of conveying parties attached

Name SAU-SEA FOODS, INC.

Execution Date
Month Day Year
04 30 2000

Formerly _____

1270912

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization NEW YORK

Receiving Party

Mark if additional names of receiving parties attached

Name NEPTUNE FISHERIES, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5714 CURLEW DRIVE

Address (line 2) _____

Address (line 3)

NORFOLK

City

VIRGINIA

State/Country

23502

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- 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 VIRGINIA

FOR OFFICE USE ONLY

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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:
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TRADEMARK
REEL: 002176 FRAME: 0163

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)

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:

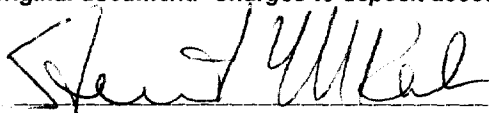
Yes

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.

STEWART M. KAHN, ESQ.



10/2/00

Name of Person Signing

Signature

Date Signed

COLLATERAL ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that SAU-SEA FOODS, INC., a New York Corporation ("Assignor") hereby assigns and transfers to NEPTUNE FISHERIES, INC. ("Neptune"), a Virginia corporation, whose address is 5714 Curlew Drive, Norfolk, Virginia 23502 (Attn: Mrs. Robin F. West), as collateral under and subject to the terms of that certain Contract Packing Agreement, dated April 30, 2000, between Sau-Sea Foods, Inc., a New York corporation and Neptune ("Agreement"), all of Assignor's right, title and interest in and to all existing and future trademarks, service marks, copyrights, trade secrets and other intellectual property (collectively, "Intellectual Property") in which Assignor has any interest, including all trademarks of Assignor that are now or hereafter registered in the United States Patent and Trademark Office, together with all common law rights of Assignor in its marks, the business and good will symbolized thereby, and all past, present, and future claims of Assignor pertaining to the Intellectual Property (including claims against third parties for past infringement). Assignor, jointly and severally, represent and warrant to Neptune that all marks of Assignor currently registered or applied for are listed on Exhibit A attached hereto and by reference incorporated herein.

Assignor, jointly and severally, represent and warrant to Neptune that except as expressly provided otherwise in the Agreement, the Intellectual Property transferred hereby as collateral under the Agreement is the exclusive property of Assignor and is not encumbered by, and will remain throughout the Agreement unencumbered by, any other liens or encumbrances. The above notwithstanding, Neptune acknowledges and agrees that this Collateral Assignment is junior and subordinate to a loan by Ronnie and Antonio Estadella to Assignor in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) inclusive of interest penalties and any other fees, costs or expenses due under such loan, all in accordance with an agreement dated August 22, 2000.

Assignor acknowledges and agrees that they shall have the duty, through counsel acceptable to Neptune: (a) to prosecute diligently any application with respect to any patents or trademarks pending as of the date of this Agreement or thereafter until the obligations of Sau-Sea Foods, Inc. under the Agreement have been satisfied in full, (b) to make any necessary federal application with respect thereto, (c) to file and prosecute opposition and cancellation proceedings, and (d) to do any and all other acts which are necessary or desirable to preserve and maintain all rights in all of the Intellectual Property. Any expenses incurred in connection with the Intellectual Property shall be borne by Assignor, and Assignor shall promptly, upon demand, reimburse and indemnify Neptune for all damages, costs and expenses incurred by Neptune in connection with the Intellectual Property. Assignor shall not abandon all or any part of the Intellectual

Property without the prior written consent of Neptune.

Assignor hereby authorizes and empowers Neptune, upon an "Event of Default" (as defined in the Agreement), to make, constitute and appoint any officer or agent of Neptune (as Neptune may select in its sole and absolute discretion), as Assignor's true and lawful attorney-in- fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Neptune: (a) to use the Intellectual Property, (b) to grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone else, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone else. 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 the Agreement, and may be revoked only in a writing signed by Assignor and acknowledged and agreed to in writing by Neptune.

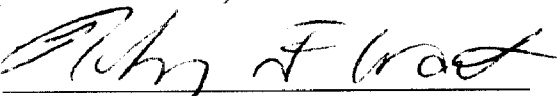
Applicant and Neptune hereby appoint Stewart M. Kahn, Esquire, Inman & Strickler, P.L.C. , 2840 South Lynnhaven Road, Virginia Beach, Virginia 23542-6715, (757.486.7055), a member of the Bar of the Commonwealth of Virginia, to prosecute this Assignment, transact all business in the Patent and Trademark Office in connection herewith, and to receive a confirmation of recordation of this instrument.

IN WITNESS WHEREOF, this instrument has been signed on behalf of Assignor as of April 30, 2000.

SAU-SEA FOODS, INC.

By: 
Antonio Estadella, President


ACCEPTED AND AGREED:
Neptune Fisheries, Inc

By: 
Robin F. West, President

STATE OF NEW YORK
COUNTY OF Westchester,

The undersigned, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that personally appeared before me, Antonio Estadella, President of Sau-Sea Foods, Inc., who being by me first duly sworn declared that they signed the foregoing document

Signed before me this 20th day of August, 2000.



Notary Public

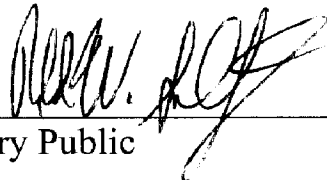
My Commission Expires:

SHIRLEE LARKIN
Notary Public, State of New York
No. 01LA4634340
Qualified in Rockland County
Commission Expires July 31, 2002

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

The undersigned, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that personally appeared before me, Robin F. West, who being by me first duly sworn declared that she is the President of Neptune Fisheries., the Secured Party, that she signed the foregoing document as President of the corporation.

Signed before me this 31st day of August, 2000.



Notary Public

My Commission Expires: 8-31-02

COLLATERAL ASSIGNMENT OF TRADEMARKS
BY
SAU-SEA FOODS, INC.
TO
NEPTUNE FISHERIES, INC.

EXHIBIT A

Trademark Registration No. 1,270,912

Registered March 20, 1984

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