

10/19/2012



Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/3)

103650663

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10-19-12

1. Name of conveying party(ies):

Commerce Bank & Trust Company in its capacity as secured creditor of Sea Star Seafood Corporation

- Individual(s)
- Partnership
- Corporation- State: Massachusetts
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Massachusetts

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 3, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mar-Lees Seafood, LLC

Street Address: 10 North Front Street

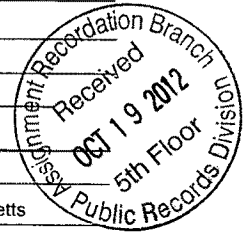
City: New Bedford

State: Massachusetts

Country: United States Zip: 02740

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC Citizenship Massachusetts

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) Text

85646397 - USA Harvest, 77680464 - Beacon Light Steam Series, 73300206 - Beacon Light, 77479519 - Beacon Light, 73300207

B. Trademark Registration No.(s)

3755984, 1219317, 3557003, 1233782

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

IC 029 US 046. G & S: fresh and frozen fish and shellfish

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael Elion

Internal Address:

Street Address: 2090 Palm Beach Lakes Blvd.
Suite 701

City: West Palm Beach

State: Florida Zip: 33409

Phone Number: (561) 684-2095

Docket Number:

Email Address: m.elion@martmanagement.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name: MULLINS 00000004 83646397

9. Signature:

Signature

Julius Numavicius, Managing Member, Mar-Lees Seafood

Name of Person Signing

01 FC:8521 10/10/2012
02 FC:8522 Date

40.00 OP
100.00 OP

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

2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

QUITCLAIM BILL OF SALE

Commerce Bank & Trust Company, in its capacity as secured creditor of Sea Star Seafood Corp. (the "Seller"), pursuant to its rights under that certain all asset security agreement dated October 13, 2010, in which Sea Star Seafood Corp. (the "Debtor") pledged all of its assets as collateral for certain loan obligations, in consideration of the sum of \$195,000.00 of which \$195,000.00 represent the purchase price and \$.00 represents the sales tax, does hereby sell, transfer and assign to Mar-Lees Seafood, LLC 10 North Front Street, New Bedford, MA 02740 (the "Buyer"), all of the Debtor's right, title and interests in and to the personal property set forth below ("Personal Property") free and clear of any security interests, liens or encumbrances created by Seller but otherwise without any representation or warranty as to title.

- All the raw material inventory;
- Intellectual Property to include the Sea Star Seafood Corp. name and all company owned trade names and trademarks (including but not limited to Beacon Light (Registration numbers 1219317, 1233782, and 3557003), Beacon Light Steam Series (Registration number 3755984) and USA Harvest (Application serial number 85646397)), and the good will connected with the use and symbolized by the trademarks, and the portions of the ongoing and existing business to which the trademarks pertain, and domain names;
- Lot 338 - assorted printed plastic wrapping, printed ingredient boxes, labels and tags, (contents only of pallet racking, mezzanine, (7) racks in north end of packaging and 4 racks at north wall of main packaging);
- Lot 350 - Assorted size cardboard boxes, (contents on (70) pallets);
- Lot 351 - Misc. printed plastic wrapping bags and cartons, (contents on (52) boxes).

SELLER IS NOT THE MANUFACTURER OR SUPPLIER OF THE PERSONAL PROPERTY, NOR THE AGENT THEREOF, AND MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY OF THE PERSONAL PROPERTY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS CONDITION, ITS CAPACITY, THE QUALITY OF THE MATERIAL OR CONFORMITY TO THE PROVISION AND SPECIFICATIONS OF ANY PURCHASE ORDER OR AGREEMENT RELATING THERETO, OR PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENTS, AND SELLER HEREBY DISCLAIMS ANY SUCH WARRANTIES. THE PERSONAL PROPERTY IS SOLD "AS-IS" "WHERE-IS" WITH ALL FAULTS AND WHEREVER LOCATED.

By payment of the above sum, Buyer affirms that it has not relied on Seller's skill or judgment to select or furnish the Personal Property and that Buyer has been given the opportunity to and has conducted such investigation and inspection of the Personal Property as Buyer has deemed necessary or appropriate for the purpose of purchasing the Personal Property.

Buyer shall remove all of the Personal Property from the facility located at 128 Bartlett Street, Marlborough, Massachusetts prior to 5:00 p.m. on October 4, 2012.

This Bill of Sale contains the entire agreement between Seller, Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any terms of sale expressed herein. By acceptance of delivery of the personal Property, Buyer acknowledges and agrees to all terms contained herein.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the 3rd day of October, 2012.

Commerce Bank & Trust Company

By its attorney


Paul J. Carey
Witck, O'Connell, DeMalle & Lougee, LLP

(Practice Areas\LU\22493\00003\A2113987.DOC)