

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
OS HOLDINGS, LLC	03/07/2011
<b>RECEIVING PARTY DATA</b>	
Name:	The Huntington Capital Investment Company
Street Address:	41 South High Street
Internal Address:	Ninth Floor
City:	Columbus
State/Country:	OHIO
Postal Code:	43287
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	6207202
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(202)861-1783
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-861-1500
Email:	patents@bakerlaw.com
Correspondent Name:	Baker & Hostetler LLP
Address Line 1:	Washington Square, Suite 1100
Address Line 2:	1050 Connecticut Avenue, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	39951.000023
NAME OF SUBMITTER:	Stephen S. Fabry
Total Attachments: 9 source=04-11-2011_Assignment_SecurityAgreement#page1.tif source=04-11-2011_Assignment_SecurityAgreement#page2.tif	

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**PATENT**  
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## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT, dated as of March 7, 2011 (this "Agreement"), is made by OS HOLDINGS, LLC, an limited liability company (the "Grantor"), in favor of THE HUNTINGTON CAPITAL INVESTMENT COMPANY (together with its successor and assigns, the "Purchaser").

### WITNESSETH:

WHEREAS, this Agreement is made pursuant to the Senior Subordinated Note Purchase Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Purchase Agreement"), between the Grantor and Purchaser;

WHEREAS, in connection with the Purchase Agreement, the Grantor has executed and delivered a Commercial Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Purchaser a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Purchaser and hereby grants to the Purchaser, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral"):

(a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and Proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Purchaser in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Purchaser under the Security Agreement. The Security Agreement (and all rights and remedies of the Purchaser thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge that the rights and remedies of the Purchaser with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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SCHEDULE I  
to Patent Security Agreement

Item A. Patents

Issued Patents

Country	Patent No.	Issue Date	Inventor(s)	Title
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SEE ATTACHED

Pending Patent Applications

Country	Serial No.	Filing Date	Inventor(s)	Title
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None.

Patent Applications in Preparation

Country	Docket No.	Expected Filing Date	Inventor(s)	Title
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None.

Item B. Patent Licenses

Country or Territory	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter
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None.

**Schedule I**  
**to Patent Security Agreement**

<b>Country</b>	<b>Title</b>	<b>Application No. Filing Date</b>	<b>Patent No. Issue Date</b>
United States	Flaked fish food made from raw fish	09/359,824 07/23/1999	6,207,202 03/27/2001

IN WITNESS WHEREOF, the parties hereto have caused the Senior Subordinated Note Purchase Agreement or a counterpart hereof to be executed as of the date first above written.

OS HOLDINGS, LLC

By:   
Name: Sam S. Hartwell  
Title: Chairman

THE HUNTINGTON CAPITAL INVESTMENT  
COMPANY

By: \_\_\_\_\_  
Name: Mark T. Bahlmann  
Title: Vice President

Principal Amount held: \$3,250,000

Wire Instructions:

The Huntington Capital Investment Company  
41 South High Street  
Mailcode HC 0936  
Columbus, OH 43215  
Account: 01891814941  
ABA No.: 044000024  
Ref: Omega Sea

Acknowledgement as to Section 10.8:

AUSTIN CAPITAL CORP.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused the Senior Subordinated Note Purchase Agreement or a counterpart hereof to be executed as of the date first above written.

OS HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Sam S. Hartwell  
Title: Chairman

THE HUNTINGTON CAPITAL INVESTMENT  
COMPANY

By: \_\_\_\_\_  
Name: Mark T. Bahlmann  
Title: Vice President

Principal Amount held: \$3,250,000

Wire Instructions:

The Huntington Capital Investment Company  
41 South High Street  
Mailcode HC 0936  
Columbus, OH 43215  
Account: 01891814941  
ABA No.: 044000024  
Ref: Omega Sea

Acknowledgement as to Section 10.8:

AUSTIN CAPITAL CORP.

By: Daniel W. Austin  
Name:  
Title:



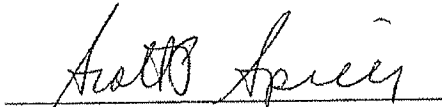
IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

Notice Address:

4600 Great Northern Blvd.  
North Olmsted, OH 44070  
Telecopier: (440) 777-1250  
Attn: Scott P. Spicer

Senior Lender:

PNC BANK, NATIONAL ASSOCIATION

By:   
Name: Scott P. Spicer  
Title: Vice President

Notice Address:

41 South High Street  
Ninth Floor  
Columbus, OH 43287  
Telecopier: (614) 480-4999  
Attn: Mark Bahlmann

Subordinate Lender:

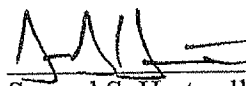
THE HUNTINGTON CAPITAL  
INVESTMENT COMPANY

By: \_\_\_\_\_  
Name: Mark T. Bahlmann  
Title: Vice President

The undersigned hereby acknowledges notice of the foregoing Subordination and Intercreditor Agreement and agrees to be bound by all the terms, provisions and conditions thereof.

Borrower:


OS HOLDINGS, LLC

By:   
Name: Samuel S. Hartwell  
Title: Chairman

[Signature Page to Subordination and Intercreditor Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

OS HOLDINGS, LLC

By:   
Name: Sam Hartwell  
Title: Chairman

THE HUNTINGTON CAPITAL  
INVESTMENT COMPANY

By: \_\_\_\_\_  
Name:  
Title:

**Note.** The word "Note" means the Senior Subordinated Promissory Note executed by Grantor in the principal amount of \$3,250,000.00 dated March 8, 2011, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.


**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Uniform Commercial Code.** The words "Uniform Commercial Code" means the Uniform Commercial Code, as in effect from time to time, in the appropriate jurisdiction.

**GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 8, 2011.**

**GRANTOR:**

OS HOLDINGS, LLC

By:   
Name: Sam S. Hartwell  
Title: Chairman