

10-17-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FSI/MFP, Inc.

10-14-03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: National Fish & Seafood, Inc.

Internal

Address: _____

Street Address: 11-15 Parker Street

City: Gloucester State: MA Zip: 01930

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Massachusetts
- Other _____

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: August 28, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,249,154

Additional number(s) attached Yes No

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

Name: Christine L. Vanston, Esq.

Internal Address: Choate, Hall & Stewart

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-1721

(Attach duplicate copy of this page if paying by deposit account)

0/16/2003 ECOOPER 00000057 1249154
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OPR/FINANCE

DO NOT USE THIS SPACE

9. 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.

Christine L. Vanston

Name of Person Signing

Christine L. Vanston

Signature

October 9, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002845 FRAME: 0798

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is executed as of August 28, 2003 by FSI/MFP, Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignor is the owner of the trademarks and goodwill appurtenant thereto listed on Schedule A hereto (collectively, the "Marks");

WHEREAS and National Fish and Seafood, Inc., a Massachusetts corporation ("Assignee") wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Marks and the goodwill of the business in connection with which the aforesaid Marks have been used;

WHEREAS, Assignor will be transferring other assets to Assignee pursuant to a Bill of Sale, Assignment and Assumption Agreement dated as of August 28, 2003;

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to said Marks, together with the goodwill of the business in connection with which the aforesaid Marks have been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Agreement; (c)

in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (d) in the implementation or perfection of this Agreement.

3. Miscellaneous. This Agreement may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective as of the date first written above.

FSI/MFP, Inc.

By: [Signature]
Name: Eugene A Welka
Title: CEO

STATE OF Ohio

Date: August 06, 2003

COUNTY OF Williams, ss.

Then personally appeared Eugene A Welka, who acknowledged that he is the CEO of FSI/MFP, Inc. and that he executed the foregoing Assignment on behalf of FSI/MFP, Inc. as his free act and deed, before me.

[Signature: Leslie A Raney]
NOTARY PUBLIC

My Commission Expires: _____

**LESLIE A. RANEY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 21, 2006
RECORDED IN WILLIAMS COUNTY**

Schedule A

U.S. TRADEMARK REGISTRATION

<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
MATLAW'S	1,249,154	August 23, 1983

CANADIAN. TRADEMARK REGISTRATION

<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
MATLAW'S	TMA355,104	April 28, 1989

UNREGISTERED TRADEMARK

<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Crystal Bay	N/A	N/A