

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ocean Garden Products, Inc.		07/22/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	The CIT Group/Business Credit, Inc.
<b>Street Address:</b>	300 S Grand Ave.
<b>Internal Address:</b>	10th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	1467566	ASIAN GARDEN
Registration Number:	1691769	CALMEX
Registration Number:	1708445	CALMEX
Registration Number:	1288058	COMPASS
Registration Number:	1736832	CREST
Registration Number:	2428436	CRUISE
Registration Number:	1491372	
Registration Number:	1491373	
Registration Number:	1867109	
Registration Number:	1987006	
Registration Number:	1326201	
Registration Number:	2528476	FIESTA GARDEN
Registration Number:	1307303	MARK

CH \$715.00 1467566

Registration Number:	1288059	OCEAN GARDEN
Registration Number:	739467	OCEAN GLO
Registration Number:	2196042	OCEAN SHELL
Registration Number:	1289235	OCEAN STAR
Registration Number:	1591145	OGP
Registration Number:	1591146	OGP
Registration Number:	2664953	
Registration Number:	2196032	PRIDE OF MEXICO
Registration Number:	2880533	SEAFOOD EXCELLENCE SINCE 1957
Registration Number:	2673096	VIETNAM GARDEN
Serial Number:	78376616	AUTHENTIC MEXICAN SHRIMP
Serial Number:	78376623	AUTHENTIC MEXICAN SHRIMP THE WORLD STANDARD CONSEJO MEXICANO DEL CAMARÓN
Serial Number:	78376624	AUTÉNTICO CAMARÓN MEXICANO CONSEJO MEXICANO DEL CAMARÓN
Serial Number:	78376608	CONSEJO MEXICANO DEL CAMARÓN
Registration Number:	2919955	OCEAN STAR GOLD

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2027216405  
Email: christine.wilson@thomson.com  
Correspondent Name: Thomson CompuMark  
Address Line 1: 1750 K Street NW,  
Address Line 2: Suite 200  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/09/2005

**Total Attachments: 47**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement") is entered into as of July 22, 2005, by and among THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation with offices located at 300 South Grand Avenue, 3rd Floor, Los Angeles, California 90071, as agent ("Agent") for the Lenders (as hereinafter defined), and OCEAN GARDEN PRODUCTS, INC., a California corporation ("Grantor"), with a principal place of business at 3585 Corporate Court, San Diego, California 92123 with reference to the following facts:

A. Grantor is the owner of certain intellectual property, identified below on Schedules A, B, and C attached hereto (or any addendum thereto), in which Grantor is granting a security interest to Agent;

B. Agent, other financial institutions signatory thereto ("Lenders") and Grantor, are entering into that certain Financing Agreement, dated as of even date herewith (the "Financing Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Financing Agreement, the "Loan Documents"); and

C. To induce the Lenders and Agent to make the financial accommodations provided to Grantor pursuant to the Financing Agreement, Grantor desires to pledge, grant, transfer, and assign to Agent, for the ratable benefit of the Lenders, a security interest in the Collateral (as hereinafter defined) to secure the Obligations, as provided herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

### 1. DEFINITIONS AND CONSTRUCTION.

**1.1 Definitions.** All initially capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Financing Agreement. The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned authored, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(iv) All of Grantor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Grantor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Grantor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Agent for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Grantor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Agent for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Grantor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Grantor or in the name of Agent for past, present, and

future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All of Grantor's general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

**1.2 Construction.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

## **2. GRANT OF SECURITY INTEREST.**

Grantor hereby grants to Agent a first-priority perfected security interest in all of Grantor's right, title, and interest in and to the Collateral to secure the Obligations.

## **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Grantor hereby represents, warrants, and covenants that:

### **3.1 Copyrights; Trademarks; Service Marks; Patents.**

(i) A true and complete schedule setting forth all federal and state trademark and service mark registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B; and

(iii) A true and complete schedule setting forth all federal copyright registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C.

**3.2 Validity; Enforceability.** Grantor's copyrights, patents, service marks and trademarks are valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of its copyrights, patents, service marks,

or trademarks are invalid or unenforceable, or that its use of any copyrights, patents, service marks, or trademarks violates the rights of any third person, or of any basis for any such claims;

**3.3 Title.** Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A, B, and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons, other than Permitted Encumbrances.

**3.4 Notice.** Grantor has used and will continue to use proper statutory notice in connection with its use of each of its copyrights, patents, service marks, and trademarks;

**3.5 Quality.** Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its service marks and trademarks necessary for the Grantor's operations and where it is reasonable business practice to do so.

#### **4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.**

If Grantor shall obtain rights to any new copyright, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give at least thirty (30) days notice in writing to Agent with respect to the filing of any applications or registrations, any such new service marks, trademarks or patents, or renewal or extension of any service mark or trademark registration. Grantor shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

#### **5. LITIGATION AND PROCEEDINGS.**

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to Agent any information with respect thereto reasonably requested by Agent. Agent shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the copyrights, patents, service marks or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

## 6. POWER OF ATTORNEY.

Grantor hereby grants Agent power of attorney, having the full authority, and in the place of Grantor and in the name of Grantor, from time to time following the occurrence and continuance of an Event of Default in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Grantor's name on all applications, documents, papers, and instruments necessary for Agent to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Agent's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

## 7. RIGHT TO INSPECT.

Grantor grants to Agent and its employees the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

## 8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

**8.1 Financing Agreement.** An Event of Default shall occur as defined in the Financing Agreement;

**8.2 Misrepresentation.** Any representation or warranty made herein by Grantor or in any document furnished to Agent by Grantor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

**8.3 Breach.** If Grantor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Agent.

## 9. SPECIFIC REMEDIES.

Upon the occurrence and during the continuance of any Event of Default, Agent shall have, in addition to, other rights given by law or in this Agreement, the Financing Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

**9.1 Notification.** Agent may notify licensees to make royalty payments on license agreements directly to Agent;



**9.2 Sale.** Agent may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Agent deems advisable in its commercially reasonable judgment. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor ten (10) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Agent or Lenders, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least ten (10) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Agent may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Agent at such sale.

**10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.**

**THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF GRANTOR AND AGENT, FOR THE BENEFIT OF THE LENDERS, WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. GRANTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

## 11. GENERAL PROVISIONS.

**11.1 Effectiveness.** This Agreement shall be binding and deemed effective when executed by Grantor and Agent.

**11.2 Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Grantor may not assign this Agreement or any rights or duties hereunder without Agent's prior written consent and any prohibited assignment shall be absolutely void. Agent may assign this Agreement and its rights and duties hereunder and no consent or approval by Grantor is required in connection with any such assignment.

**11.3 Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

**11.4 Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent, Lenders or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and their respective counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

**11.5 Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

**11.6 Amendments in Writing.** This Agreement can only be amended by a writing signed by both Agent and Grantor.

**11.7 Counterparts; Telefacsimile Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**11.8 Fees and Expenses.** Grantor shall pay to Agent, on demand all costs and expenses that Agent pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Agent; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent

and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Agent arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

**11.9 Notices.** Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12.6 of the Financing Agreement.

**11.10 Termination by the Agent.** After termination of all commitments under the Financing Agreement, the expiration or termination of all Letters of Credit, and the payment and performance in full of all non-contingent Obligations, the security interest granted herein shall terminate and Agent shall execute and deliver to Grantor evidence of such termination of all of the security interests granted by Grantor hereunder.

**11.11 Integration.** This Agreement, together with the Financing Agreement and other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**THE CIT GROUP/BUSINESS CREDIT, INC.,**  
a New York corporation, as Agent

By: *Kirk Wolverton*  
Name: **Kirk Wolverton**  
Title: **Vice President**

**OCEAN GARDEN PRODUCTS, INC.,**  
a California corporation, as Grantor

By: \_\_\_\_\_  
Name: Antonio Diaz  
Title: President

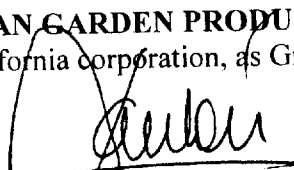
By: \_\_\_\_\_  
Name: Frank J. Barrancotto  
Title: Chief Financial Officer


IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**THE CIT GROUP/BUSINESS CREDIT, INC.,**  
a New York corporation, as Agent

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

**OCEAN GARDEN PRODUCTS, INC.,**  
a California corporation, as Grantor

By:  \_\_\_\_\_  
Name: Antonio Diaz  
Title: President

By:  \_\_\_\_\_  
Name: Frank J. Barrancotto  
Title: Chief Financial Officer

**EXHIBIT "A"**

**REGISTERED TRADEMARKS AND SERVICE MARKS**

**PENDING TRADEMARKS AND SERVICE MARKS**

[See attached]

**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
REGISTRATIONS**

Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
ASIAN GARDEN Canada	29- fish and crustaceans	1/23/87 576,650	12/18/87 335,473		12/18/17	Registered.
T02543CA0 ASIAN GARDEN Indonesia	29-meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; eggs, milk and other dairy products; edible oils and Fats; preserves; pickles	5/21/90	3/17/95 357,393	9/1/92 279,320	3/16/15	Registered.
T02543ID0 ASIAN GARDEN Indonesia	29- seaweed	5/17/90	5/17/90	5/17/90 3536/90	9/11/12	Registered.
T02778ID0 ASIAN GARDEN Singapore	29- seafood	6/1/90	1/14/91 145,205		5/17/07	Registered.
T02543SG0 ASIAN GARDEN Thailand	29- seafood	202956			5/31/10	Registered.
T02543TH0						

**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
REGISTRATIONS**

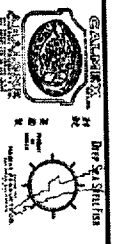
Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
ASIAN GARDEN United States	29- seafood	1/12/87 73/639,394	12/1/87 1,467,566		12/1/07	Registered.
T02543US0 CALMEX Australia	29- canned and frozen fish and seafood products	6/21/68 219974	6/21/68 A219,974		6/21/13	Registered.
T02527AU0 CALMEX Brunei	29- seafood products	12/17/86 14,266	12/17/86 14,266		12/17/07	Registered.
T02527BN0 CALMEX Canada	29- canned fish and frozen fish	7/11/68 314,658	6/20/69 163,506		6/20/14	Registered.
T02562CA0 CALMEX China	29- fish and shellfish	2/15/95 95014782	11/21/96 903489		11/20/06	Registered.
T02527CN0 CALMEX European Community	29- seafood	4/1/96 165092	6/19/98 000165092		04/01/06	Registered.
T02527EU0 CALMEX Hong Kong	29- canned fish	4/11/62 1344/62	4/11/62 1344/62		4/11/11	Registered.
T02562HK0						






**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
REGISTRATIONS**

Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
CALMEX Hong Kong	29- seafood	5/3/91 2877/91	5/3/91 5134/93		5/03/12	Registered.
T02527HK0 CALMEX Japan	32- processed marine products	7/12/79 52445/79	7/28/83 1607492		7/28/13	Registered.
T02527JP0 CALMEX Mexico	29- canned and conserved abalone	6/12/87 26555	8/15/91 398,147	05/16/03 (Decl. of Use filed )	6/12/07	Registered.
T02562MX0 CALMEX New Zealand	29- seafood	4/29/91 209830	4/29/91 209830		4/29/12	Registered.
T02527NZ0 CALMEX Singapore	29- seafood	5/11/91 S/4793/91	5/11/91 479391		5/11/11	Registered.
T02527SG0 CALMEX South Africa	29- fish, fish products, seafoods, and marine products of all kinds	4/30/91 91/3226	4/30/91 91/3226		4/30/11	Registered.
T02527ZA0 CALMEX Spain	29- fish and seafood; fish products and seafood products	1/16/81 963839	3/5/82 963839		01/16/11	Registered.
T02527ES0						





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TRADEMARK PORTFOLIO STATUS CHART  
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Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due (check use)	Reg. Renewal Due	Remarks
<b>CALMEX</b> Switzerland T02527CH0	29- fish and seafood; fish products and seafood products	10/17/88 367 33	10/17/88 367330	10/17/03 (check use)	10/16/08	Registered.
<b>CALMEX</b> United States T02527US0	29- seafood	4/29/91 74/162,131	6/9/92 1,691,769		6/9/12	Registered.
<b>CALMEX ABALONE and Design</b> Hong Kong T02767HK0	29- canned marine products, abalone and deep shell fish	5/9/57 966/57	5/09/57 966/57		5/9/06	Registered.
 <b>CALMEX ABALONE and Design</b> Singapore T02767SG0	29- abalone produced in Mexico	5/24/57 S/22036	5/24/57 S/22036		5/24/12	Registered.

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Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	\$\$ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
 CALMEX and Pink Label Design Canada T02528CA0	29 - seafood	2/11/99 1004890	7/26/00 TMA 530,548		7/26/15	Registered.
 CALMEX and Pink Label Design China T02528CN0	29 - fish and shellfish	2/15/95 95014781	11/21/96 903488		11/20/06	Registered.
 CALMEX and Pink Label Design Hong Kong T02528HK0	29 - seafood	5/17/91 3243/91	5/17/91 3707/94		5/17/12	Registered.


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Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
 CALMEX and Pink Label Design Mexico T02767MX0	29- all kinds of abalone, canned or conserved	6/28/91 117089	4/15/93 433155	03/07/02 Decl. of Use filed	6/28/11	Registered.
 CALMEX and Pink Label Design Singapore T02528SSG0	29- seafood	5/24/91 S/5214/91	5/24/91 5214/91		5/24/11	Registered.
 CALMEX and Pink Label Design United States T02528US0	29- seafood	4/29/91 74/162,187	8/18/92 1,708,445		8/18/12	Registered.
 COMPASS Canada T02516CAA0	29- frozen fresh shrimp and frozen fresh lobster tails, fish and crustaceans	7/13/59 251,921	10/21/60 119,875		10/21/05	Registered. To be abandoned.




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Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due Decl. of Use filed	Reg. Renewal Due	Remarks
<b>COMPASS</b> Mexico TO2516MX0	29- seafood	5/15/00 425344	6/26/00 660634	5/15/03 Decl. of Use filed	5/15/10	Registered.
<b>COMPASS</b> United States TO2516US0	29- seafood products	7/20/83 73/435,352	7/31/84 1,288,058		7/31/14	Registered.
<b>COMPASS with Katakana</b> Japan TO2760JP0	29- shrimp; frozen shrimp; other edible fish & crustaceans (not live); processed marine products	5/28/96 57175/96	3/13/98 4124890		3/13/08	Registered.
<b>COMPASS</b> COMPASS ヨシバズ						
<b>CREST</b> Canada TO2530CA0	29- seafood	11/4/97 860416	8/25/98 499,188		8/25/13	Registered.
<b>CREST</b> United States TO2530US0	29- seafood	3/23/92 74/258,033	12/1/92 1,736,832		12/1/12	Registered.



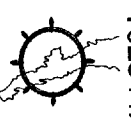
**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
REGISTRATIONS**

Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
<b>CREST and Design</b> Canada T02556CA0 	29 - frozen shrimp	11/14/60 259,798	11/3/61 124,203		11/3/06	Registered. To be abandoned.
<b>CRUISE</b> Canada T03174CA0	29 - seafood	11/4/97 860417	8/25/98 499,187		8/25/13	Registered.
<b>CRUISE</b> European Community T02563EU0	16 - printed material related to seafood and seafood products 29 - seafood 35 - distribution and importation services related thereto	4/27/99 001154061	7/14/00 001154061		4/27/09	Registered.
<b>CRUISE</b> Mexico T02563MX0	29	6/6/91 114,765	1/15/92 403629	08/05/03 (Decl. of Use filed)	6/6/11	Registered.
<b>CRUISE</b> United States T02563US0	29 - seafood	2/25/00 75/927,855	2/13/01 2,428,436	2/13/07	2/13/11	Registered.

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Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
Design of Australia and Chinese Characters in Helm Australia T04711AU0 	29 – seafood	3/29/01 871036	01/23/03 871036	3/29/06	3/29/11	Registered
Design of Australia and Chinese Characters in Helm Hong Kong T04711HK0 	29 – seafood	6/7/01 9135/2001	15712/2003		06/07/2008	Registered
Design of Australia and Chinese Characters in Helm Singapore T04711SG0 	29 – seafood	6/4/01 T01/07873C	05/09/03 T01/07873C		06/04/11	Registered

**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
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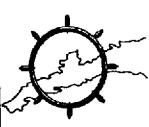

Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
 Design of Baja and Helm Canada T02544CA0	29 – seafood	2/11/99 1004889	9/22/00 533170	9/22/03 (check use)	9/22/15	Registered.
 Design of Baja and Helm China T02544CN0	29- processed fish, processed shellfish and abalone (not alive)	5/22/97 970049196	12/14/98 1231397	12/14/04 (check use)	12/13/08	Registered.
 Design of Baja and Helm Hong Kong T02544HK0	29- seafood	5/3/91 2878/91	5/3/91 5324/93	5/3/06 (check use)	5/3/12	Registered.





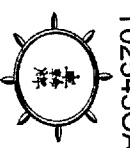
**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
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Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
Japan Design of Baja and Helm T02544JP0 	32- meats, eggs, edible marine products, vegetables, fruits, processed foodstuffs	1/23/92  4894/92	5/31/94  2669975		5/31/14	Registered.
Mexico Design of Baja and Helm T02544MX0 	29- seafood	6/28/91  117090	11/19/93  446737		6/28/11	Registered.
Singapore Design of Baja and Helm T02544SG0 	29- seafood	5/11/91  S/4792/91	5/11/91  B4792/91	5/11/06  (Check Use)	5/11/11	Registered.


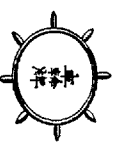

**OCEAN GARDEN PRODUCTS, INC.  
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Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
Design of Baja and Helm Taiwan 785060 T02544TW0 	25- meat, fruit and vegetable, canned food	8/16/89	7/1/91 527098	7/1/04  (check use)	6/30/11	Registered.
Design of Baja and Helm United States T02544US0 	29- seafood	6/12/87  73/666,215	6/7/88  1,491,372		6/7/08	Registered.
Design of Chinese Characters in Helm without Map of Australia Australia T04712AU0 	29 - seafood	3/29/01  871037	01/23/03  871037	03/29/06	3/29/11	Registered

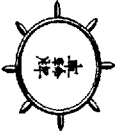
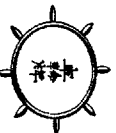
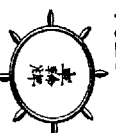
**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
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Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
Design of Chinese Characters in Helm without Map of Australia Hong Kong T04712HK0 	29 - seafood	6/07/01 9136/2001	15713/2003		06/07/2008	Registered
Design of Chinese Characters in Helm without Map of Australia Singapore T04712SG0 	29 - seafood	6/04/01 T01/07875Z	eff. 06/04/01 T01/07873C		06/04/11	Registered.
Design of Foreign Characters within Helm Canada T02545CA0 	29 - seafood	1/29/99 1003512	5/15/00 TMA 527,774		5/15/15	Registered.



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Design of Foreign Characters within Helm China TO2545CN0 	29- fish and shellfish	2/21/95 95016397	3/26/63 898/63	11/21/96 903485	11/20/06	Registered.
Design of Foreign Characters within Helm Hong Kong TO2545HK0 	29- canned shellfish	3/26/63 898/63	3/26/63 898/63		3/26/12	Registered.
Design of Foreign Characters within Helm Hong Kong TO2766HK0 	29- seafood	5/17/91 3242/91	5/17/91 4990/93		5/17/12	Registered.



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<b>Design of Foreign Characters within Helm Mexico</b>  T02545MX0	29- meat, fish, poultry and game meat extracts, preserved, dried and cooked fruits and vegetables, jellies, jams, fruit sauces, eggs, milk and milk products, edible oils and Fats	6/28/91 117091	11/19/93 446738	11/19/02 Decl of Use filed	6/28/11	Registered.
<b>Design of Foreign Characters within Helm Singapore</b> T02766SSG0 	29- canned shellfish	3/30/63 S/32546	3/30/63 S/32546		3/30/08	Registered.
<b>Design of Foreign Characters within Helm Singapore</b> T02545SSG0 	29- seafood	5/11/91 S/4791/91	11/5/91 4791/91		5/11/11	Registered.

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 T02545US0 Design of Foreign Characters within Helm United States	29 - seafood	6/18/87  73/667,499	6/7/88  1,491,373		6/7/08	Registered.
T02526CA0 Design of Wave Canada	29 - seafood	4/16/91  680,015	3/13/92  395,717		3/13/07	Registered.
 T02526EU0 Design of Wave European Community	16 - printed material related to seafood and seafood products 29 - seafood 35 - distribution and importation services related thereto	4/27/99	7/21/00  001153931	7/21/05 (check use)	4/24/09	Registered.

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Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
 Design of Wave France T02526FR0	29- seafood 31- live seafood	4/4/97 97/671967	4/4/97 97,671,967		4/4/07	Registered.
Design of Wave Japan T02526JP0	29- edible marine products (excluding live ones), processed marine products	4/18/97 107437/97	3/5/99 4246338		3/5/09	Registered.
 Design of Wave Spain T02526ES0	29- seafood	4/10/97 2085625	10/20/97 2085625	4/30/02 (Tax pd.)	4/10/07	Registered.

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Design of Wave Taiwan T02526TW0	29-seafood	1/26/98 87003915	1/16/99 836907	01/16/05 (check use)	1/15/09	Registered.
Design of Wave United States T02526US0	29-seafood	4/15/91 74/157,289	12/13/94 1,867,109	12/13/00 (filed)	12/13/04	Registered.
Design of Wave with Shrimp Canada T02522CA0	29-seafood	4/17/97 842,490	11/19/99 TMA 519,608		1/19/14	Registered.




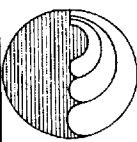
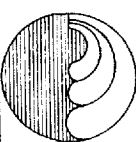
**OCEAN GARDEN PRODUCTS, INC.  
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<b>Mark Country Our Docket No.</b>	<b>Class</b>	<b>App. Filed App. No.</b>	<b>Reg. Date And Number</b>	<b>§§ 8 &amp; 15 Decl. due</b>	<b>Reg. Renewal Due</b>	<b>Remarks</b>
 <b>Design of Wave with Shrimp</b> European Community T02522EU0	16 - printed material related to seafood and seafood products 29 - seafood 35 - distribution and importation services related thereto	4/27/99 001154160	9/25/00 001154160	9/25/05 (check use)	04/27/09	Registered.
 <b>Design of Wave with Shrimp</b> France T02522FR0	29- seafood 31 - live seafood	4/4/97 97/671968	4/4/97 97,671,968		4/4/07	Registered.
 <b>Design of Wave with Shrimp</b> Japan T02522JP0	29- edible marine products (excluding live ones), processed marine products	4/18/97 107431/97	3/5/99 4246337		3/5/09	Registered.

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 Design of Wave with Shrimp Spain T02522ES0	29- seafood	4/10/97 2085626	10/20/97 2085626	4/30/02 (Tax pd.)	4/10/07	Registered.
 Design of Wave with Shrimp Taiwan T02522TW0	29- seafood	1/26/98 87003914	1/16/99 836938		1/15/09	Registered.
 Design of Wave with Shrimp United States T02522US0	29- seafood	6/12/95 74/689,140	7/16/96 1,987,006	07/16/02 (filed)	7/16/06	Registered.

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Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
 Design of wave within circle Mexico T02541MX0	29- foods and ingredients thereof	6/6/91  114767	5/12/92  413012	4/23/01  (Decl. of Use filed)	6/6/11	Registered.
 Design of wave within circle Taiwan T02541TW0	25- marine meats	6/9/94  83039535	1/16/95  667127		1/15/05	Registered.
 Design of wave within circle United States T02541US0	29- seafood	8/29/80  73/276,096	3/19/85  1,326,201		3/19/05	Registered.

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<b>FAIR SEAS</b> Mexico T02755MX0	29- foods and ingredients thereof, frozen fresh shrimp, canned abalone and seafood products	1/30/97 285686	6/25/97 551,295		1/30/07	Registered.
<b>FIESTA GARDEN</b> United States T04168US0	29- seafood	3/13/00 75/942,457	01/08/02 2,528,476	01/08/08	01/08/12	Registered
<b>FIESTA GARDEN</b> Mexico T04168MX0	29- seafood	2/11/00 410,594	3/27/00 647,158		2/11/10	Registered.
<b>MARK</b> Canada T02514CA0	29- fish and crustaceans	7/13/59 251,919	12/31/59 116,477		12/31/19	Registered.
<b>MARK</b> Mexico T02514MX0	46- foods and their ingredients	8/19/87 30095	7/26/93 438,037		8/19/07	Registered.
<b>MARK</b> United States T02514US0	29- frozen, fresh and canned seafood	7/20/83 73/435,349	11/27/84 1,307,303		11/27/14	Registered.
<b>OCEAN GARDEN</b> Benelux T02517BX0	29- marine products	12/31/80 640386	12/31/80 370316		12/31/10	Registered.

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OCEAN GARDEN Canada	29- fish and crustaceans	10/15/56 237,796	6/28/57 107,143		6/28/17	Registered.
T02551CA0 OCEAN GARDEN European Community	29- seafood	4/1/96 165076	8/7/98 165076	8/7/03 (check use)	4/1/06	Registered.
T02517EU0 OCEAN GARDEN France	29	12/5/90 583.632	12/5/90 253.825	12/5/05 (check use)	12/5/10	Registered.
T02517FR0 OCEAN GARDEN Germany	29- shellfish, crustaceans, mollusca and finfish	1/14/81 0 10 685/29WZ	3/4/83 1 045 667		1/31/12	Registered.
T02517DE0 OCEAN GARDEN Hong Kong	29- canned and frozen fish and seafood products	7/31/75 613/76	7/31/75 613/76	7/31/05 (check use)	7/31/10	Registered.
T02517HK0 OCEAN GARDEN Mexico	29- fish products and all kinds of vegetables	12/7/29 27165	3/6/30 29863	05/29/03 (Decl. use filed)	12/7/14	Registered.
T02517MX0 OCEAN GARDEN New Zealand	29- seafood products	7/12/84 153746	2/11/87 B153746		7/12/05	Registered.
T02517NZ0						To be abandoned

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OCEAN GARDEN Singapore	29- canned abalone	6/26/63 33,126	6/26/63 33,126		6/26/08	Registered.
T02517SG0 OCEAN GARDEN Spain	29- fish and seafood; fish products and seafood products	4/25/81 973863	4/20/82 973863	4/20/02 (Tax pd.)	4/25/11	Registered.
T02517ES0 OCEAN GARDEN Thailand	29- canned and frozen fish and seafood products	9/16/95 292932	9/16/95 Kor35141		9/16/05	Registered. To be abandoned
T02517TH0 OCEAN GARDEN United Kingdom	29- fish and seafoods, fish products and seafood products	12/29/80 1146252	12/29/80 1146252	12/29/04 (check use)	12/29/11	Registered.
T02517GB0 OCEAN GARDEN United States	29- seafood products	7/20/83 73/435,353	7/31/84 1,288,059		7/31/14	Registered.
T02517US0 OCEAN GLO Mexico	46- foods and ingredients thereof	6/27/75 195,498	5/14/76 195,498		6/27/10	Registered.
T02504MX0 OCEAN GLO United States	29- frozen fresh shrimp	9/12/61 72/127,719	10/16/62 739,467		10/16/12	Registered
T02504US0						

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<b>OCEAN SHELL</b> European Community T02777EU0	16 - printed material related to seafood and seafood products 29 - seafood 35 - distribution and importation services related thereto	4/27/99 001153089	6/8/00 00153089	6/8/05 (check use)	4/27/09	Registered.
<b>OCEAN SHELL</b> Mexico T02777MX0	29 - foods and ingredients thereof	8/19/87 30098	3/30/90 374848	4/23/01 (Decl of Use filed)	8/19/12	Registered.
<b>OCEAN SHELL</b> United States T02777US0	29 - seafood	11/26/97 75/396,480	10/13/98 2,196,042	10/13/04	10/13/08	Registered.
<b>OCEAN STAR</b> Hong Kong T02502HK0	29 - canned and frozen fish and seafood products	7/31/75 614/76	7/31/75 614/76	7/31/05 (check use)	7/31/10	Registered.
<b>OCEAN STAR</b> Japan T02502JP0	32 - canned and frozen seafood products	7/11/68 1860/1967	7/11/68 785891		7/11/08	Registered.
<b>OCEAN STAR</b> Mexico T02502MX0	29 - foods and ingredients thereof, frozen fresh shrimp, canned abalone, and seafood products	1/30/97 285687	6/25/97 551,296	6/25/03 (Declaration of Use not filed)	1/30/07	Registered.

**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
REGISTRATIONS**




Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
<b>OCEAN STAR</b> Taiwan T02502TW0	27 - dried, fresh, salted, preserved or frozen marine products or meats, and such items packed in cans and imitations thereof	10/9/76  (65)08870	5/1/77  89177		4/30/07	Registered.
<b>OCEAN STAR</b> Thailand T02502TH0	29 - canned and frozen fish and seafood products	9/16/95  292933	9/16/95  Kor35742		9/16/05	Registered.  To be abandoned
<b>OCEAN STAR</b> United States T02515US0	29 - seafood products	7/20/83  73/435,351	8/7/84  1,289,235		8/7/14	Registered.
<b>OCEAN STAR GOLD</b> United States T05390US0	29	05/08/03  78/247,528	01/18/2005  2,919,955	01/18/2010	01/18/2015	Registered
<b>OGP</b> United States T02546US0	29 - shrimp, and seafood in general	7/28/89  73/815,461	4/10/90  1,591,145		4/10/10	Registered





**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
REGISTRATIONS**

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 T02547US0 OGP and Design United States	29 - shrimp, and seafood in general	8/4/89 73/816,915	4/10/90 1,591, 146		4/10/10	Registered.
T03645US0 Pink Label Design United States 	29 - seafood	2/3/99 75/635,596	12/24/02 2,664,953	12/24/08	12/24/12	Registered.
T03645CA0 Pink Label Design Canada 	29 - seafood	6/22/99 1020035 (U.S. Priority 2/3/99)	05/14/2004 TMA 610377		05/14/2019	Registered
T03645CN0 Pink Label Design China 	29 - seafood	(U.S. Priority 2/3/99) 9900090570	2/7/01 1518693	2/7/04	2/6/11	Registered.

**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
REGISTRATIONS**

Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
 T03645MX0 Mexico	29 – seafood	7/9/99 382,546 (U.S. Priority 2/3/99)	7/9/99 622,305	8/31/05 (check use)	7/9/09	Registered.
 T03645TW0 Taiwan	29 – seafood	8/3/99 88037975 (U.S. Priority 2/3/99)	10/16/00 910431	10/16/03 (check use)	10/15/10	Registered.
 T04713AU0 Australia	29 – seafood	3/29/01 871034	01/23/03 871034	03/29/06 check use	3/29/11	Registered.

**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
REGISTRATIONS**

Mark Country Our Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
<b>Pink Label Design with Australia and Chinese Characters</b> Hong Kong 9134/2001 T04713HK0	29 – seafood	6/07/01	15711/2003		06/07/2008	Registered.
						
<b>Pink Label Design with Australia and Chinese Characters</b> Singapore T04713SG0	29 – seafood	6/04/01	eff. 6/04/01 T01/07874A		06/04/11	Registered.
						
<b>PRIDE OF GUATEMALA</b> Guatemala 8183 T02525GT0	29- seafood	12/10/93	4/16/97 85277		4/16/07	Registered.
<b>PRIDE OF MEXICO</b> Mexico T03175MX0	29- seafood	10/23/97	10/23/97 565785		10/23/07	Registered.

**OCEAN GARDEN PRODUCTS, INC.  
TRADEMARK PORTFOLIO STATUS CHART  
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<b>Mark Country Our Docket No.</b>	<b>Class</b>	<b>App. Filed App. No.</b>	<b>Reg. Date And Number</b>	<b>§§ 8 &amp; 15 Decl. due</b>	<b>Reg. Renewal Due</b>	<b>Remarks</b>
<b>PRIDE OF MEXICO</b> United States	29- seafood	11/25/97	10/13/98 2,196,032	10/13/04	10/13/08	Registered.
T03175US0						
<b>SEAFOOD EXCELLENCE</b> United States	29	05/08/03	08/31/04 2,880,533	08/31/10	08/31/14	Registered. Supplemental Register
T05334US0						
<b>VIETNAM GARDEN</b> United States	29- seafood	6/26/01	01/07/03 2,673,096	01/07/09	01/07/13	Registered.
T04800US0						

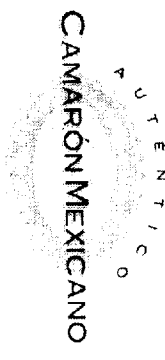

**OCEAN GARDEN PRODUCTS, INC.  
PENDING TRADEMARK STATUS CHART  
PENDING APPLICATIONS**

Mark Country Attorneys Docket No.	Class	App. Filed App. No.	Reg. Date And Number	\$\$ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
<b>AUTHENTIC MEXICAN SHRIMP and Logo</b> <small>DLA Piper Rudnick Gray Cary, LLC</small> Mexico U T H E N T I C M E X I C A N S H R I M P	29- seafood	10/15/04 682666				Pending
<b>AUTHENTIC MEXICAN SHRIMP and Logo</b> United States U T H E N T I C M E X I C A N S H R I M P	29- seafood	03/01/04 78/376616				Pending
<b>AUTHENTIC MEXICAN SHRIMP THE WORLD STANDARD and Logo</b> Mexico U T H E N T I C M E X I C A N S H R I M P <small>The World Standard</small> T O S E 6 2 M X 0	29- seafood	10/15/04 682669				Pending


**OCEAN GARDEN PRODUCTS, INC.  
 PENDING TRADEMARK STATUS CHART  
 PENDING APPLICATIONS**

Mark Country Attorneys Docket No.	Class	App. Filed App. No.	Reg. Date And Number	\$\$ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
DLA Piper Rudnick Gray Cary, LLC <b>AUTHENTIC MEXICAN            SHRIMP THE WORLD            STANDARD and Logo</b> United States U T H E N T I C <b>MEXICAN SHRIMP</b> <i>The World Standard</i> T05623US0	29- seafood	03/01/04 78/376623				Pending Notice of Allowance issued 4/12/2005
<b>AUTENTICO CAMARÓN            MEXICANO and Logo</b> Mexico U T H E N T I C O <b>CAMARÓN MEXICANO</b> T05625MX0	29- seafood	10/15/04 682668				Pending

**OCEAN GARDEN PRODUCTS, INC.  
PENDING TRADEMARK STATUS CHART  
PENDING APPLICATIONS**

Mark Country Attorneys Docket No.	Class	App. Filed App. No.	Reg. Date And Number	§§ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
DLA Piper Rudnick Gray Cary,LLC <b>AUTÉNTICO CAMARON</b> <b>MEXICANO and Logo</b> United States  <b>CAMARÓN MEXICANO</b>	29- seafood	03/01/04  78/376624				<b>Pending</b>  Notice of Allowance issued 4/12/2005
T05625US0 <b>CONSEJO MEXICANO</b> <b>DEL CAMARÓN Logo</b> Mexico 	29- seafood	10/15/04  0682670				<b>Pending</b>
T05624MX0						

**OCEAN GARDEN PRODUCTS, INC.  
PENDING TRADEMARK STATUS CHART  
PENDING APPLICATIONS**

Mark Country Attorneys Docket No.	Class	App. Filed App. No.	Reg. Date And Number	\$\$ 8 & 15 Decl. due	Reg. Renewal Due	Remarks
<small>DLA Piper Rudnick Gray Cary,LLC</small> <b>CONSEJO MEXICANO DEL CAMARÓN Logo</b> United States 	29 - seafood	03/01/04 78/376608				<b>Pending</b> Notice of Allowance issued 4/26/2005

T05624US0



**EXHIBIT "B"**

**PATENTS**

**PATENT APPLICATIONS**

None reported by Borrower.

**EXHIBIT "C"**

**REGISTERED COPYRIGHTS**

None reported by Borrower.

Exhibit "C"

BNFY 521920v3

**RECORDED: 08/09/2005**

**TRADEMARK  
REEL: 003137 FRAME: 0783**