

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	10/06/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ocean Garden Products, Inc.		10/06/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	350 S. Beverly Drive
Internal Address:	Suite 200
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90212
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	1467566	ASIAN GARDEN
Serial Number:	78376624	AUTÉNTICO CAMARÓN MEXICANO CONSEJO MEXICANO DEL CAMARÓN
Registration Number:	3066698	AUTHENTIC MEXICAN SHRIMP
Registration Number:	3033007	AUTHENTIC MEXICAN SHRIMP THE WORLD STANDARD CONSEJO MEXICANO DEL CAMARÓN
Registration Number:	1691769	CALMEX
Registration Number:	1708445	CALMEX
Registration Number:	1288058	COMPASS
Registration Number:	3036667	CONSEJO MEXICANO DEL CAMARÓN
Registration Number:	1736832	CREST
Registration Number:	2428436	CRUISE
Registration Number:	1491372	

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Registration Number:	3114235	
Registration Number:	1491373	
Registration Number:	3148106	
Registration Number:	3106922	
Registration Number:	1867109	
Serial Number:	78675778	
Registration Number:	1987006	
Registration Number:	1326201	
Registration Number:	2528476	FIESTA GARDEN
Serial Number:	78636463	GULF OF CALIFORNIA
Registration Number:	1307303	MARK
Registration Number:	1288059	OCEAN GARDEN
Registration Number:	0739467	OCEAN GLO
Registration Number:	2196042	OCEAN SHELL
Registration Number:	1289235	OCEAN STAR
Registration Number:	2919955	OCEAN STAR GOLD
Registration Number:	1591146	OGP
Registration Number:	1591145	OGP
Registration Number:	2664953	
Registration Number:	2196032	PRIDE OF MEXICO
Registration Number:	2880533	SEAFOOD EXCELLENCE SINCE 1957
Registration Number:	2673096	VIETNAM GARDEN

CORRESPONDENCE DATA

Fax Number: (404)685-5137
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2137
Email: lashanajimmar@paulhastings.com
Correspondent Name: LaShana C. Jimmar, Sr. Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul, Hastings, Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	10/06/2006

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 6, 2006, by OCEAN GARDEN PRODUCTS, INC., a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GE Capital"), in its capacity as US Collateral Agent (as defined below) for the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor; the other Credit Parties signatory thereto; GE Capital, for itself, as Lender, and as Documentation Agent, US Administrative Agent and US Collateral Agent for the other Secured Parties (in such latter capacity, "US Collateral Agent"); Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, for itself, as Lender, and as MX Administrative Agent and MX Collateral Agent for the other Secured Parties, and the other the other Secured Parties signatory thereto from time to time (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the other Secured Parties have agreed to make Loans and other extensions of credit (including repurchases of Inventory) to, and to incur Letter of Credit Obligations for the benefit of, Grantor;

WHEREAS, US Collateral Agent and the other Secured Parties are willing to make the Loans and other extensions of credit and to incur Letter of Credit Obligations as provided for or referenced in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to US Collateral Agent, for itself and the ratable benefit of the other Secured Parties, that certain US Security Agreement dated as of the date herewith between Grantor and US Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "US Security Agreement"); and

WHEREAS, pursuant to the US Security Agreement, Grantor is required to execute and deliver to US Collateral Agent, for itself and the ratable benefit of the other Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them Security Agreement or, if not defined therein, in the Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to US Collateral Agent, on behalf of itself and the other Secured Parties, a continuing first priority security interest in all of Grantor's right, title and

interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to US Collateral Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to US Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the US Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of US Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to US Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes US Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from US Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OCEAN GARDEN PRODUCTS, INC.

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

By: Ramona J. Feliz
Name: Ramona J. Feliz
Title: Accounting Manager

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as US Collateral Agent

By: _____
Name: Eric Watson
Title: Its Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003404 FRAME: 0007

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


OCEAN GARDEN PRODUCTS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as US Collateral Agent

By:  _____
Name: Eric Watson
Title: Its Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003404 FRAME: 0008

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>	<u>Original Reg. Date</u>	<u>Exp. Date</u>
Asian Garden	Canada	335,473	12/18/87	12/18/17
Asian Garden	Singapore	3536/90	5/17/90	5/17/07
Asian Garden	Thailand	145,205	1/14/91	5/31/10
Asian Garden	United States	1467566	12/1/87	12/1/07
Asian Garden -1	Indonesia	279.320	9/1/92	9/11/12
Asian Garden - 2	Indonesia	357393	3/17/95	3/16/15
Auténtico Camarón Mexicano and Logo	Mexico	846,964	10/15/04	10/15/14
Auténtico Camarón Mexicano and Logo	United States	App 78/376624		
Authentic Mexican Shrimp and Logo	Mexico	846,963	10/15/04	10/15/14
Authentic Mexican Shrimp and Logo	United States	3,066,698	3/7/06	3/7/16
Authentic Mexican Shrimp The World Standard and Logo	Mexico	846,965	10/15/04	10/15/14
Authentic Mexican Shrimp The World Standard and Logo	United States	3,033,007	12/20/05	12/20/15
Calmex	Australia	A219, 974	6/21/68	6/21/13
Calmex	Brunei	14,266	12/17/86	12/17/07
Calmex	Canada	163,506	6/20/69	6/20/14
Calmex	China	903489	11/21/96	11/21/06
Calmex	European Community	165,092	6/19/98	4/1/06
Calmex - 1	Hong Kong	1344/62	4/11/62	4/11/11
Calmex - 2	Hong Kong	5134/93	583/91	5/3/12
Calmex	Japan	1607492	7/28/83	7/28/13
Calmex	Mexico	398,147	8/15/91	6/12/07
Calmex	New Zealand	209830	4/29/91	4/29/12
Calmex	Singapore	4793/91	5/11/91	5/11/11
Calmex	South Africa	91/3226	4/30/91	4/30/11
Calmex	Spain	963839	3/5/82	1/16/11
Calmex	Switzerland	367330	10/17/88	10/16/08
Calmex	Taiwan	217579	8/1/83	7/31/13
Calmex	United States	1691769	6/9/92	6/9/12
Calmex (Chinese Script)	Taiwan	217580	8/1/83	7/31/13
Calmex Abalone & Design	Singapore	S/22036	5/24/57	5/24/12
Calmex Abalone and Design	Hong Kong	966/57	5/9/57	5/9/06
Calmex and Pink Label Design	Canada	530,548	7/26/00	7/26/15
Calmex and Pink Label Design	China	903488	11/21/96	11/20/06
Calmex and Pink Label Design	Hong Kong	3707/94	5/17/91	5/17/12
Calmex and Pink Label Design	Mexico	433155	4/15/93	6/28/11
Calmex and Pink Label Design	Singapore	5214/91	5/24/91	5/24/11
Calmex and Pink Label Design	Taiwan	651715	8/16/94	7/31/13
Calmex and Pink Label Design	United States	1708445	8/18/92	8/18/12
Compass	Mexico	660634	5/15/00	5/15/10
Compass	United States	1288058	7/31/84	7/31/14
Compass with Katakana	Japan	4124890	3/13/98	3/13/08
Consejo Mexicano del Camarón Logo	Mexico	846966	10/15/04	10/15/14
Consejo Mexicano del Camarón Logo	United States	3036667	12/27/05	12/27/15
Crest	United States	1,736,832	12/1/92	12/1/12
Crest	Canada	499,188	8/25/98	8/25/13

Original

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
Crest & Design	Canada	124,203	11/3/61	11/3/06
Cruise	Canada	499,187	8/25/98	8/25/13
Cruise	European Community	1,154,061	7/14/00	4/27/09
Cruise	Mexico	403629	1/15/92	6/6/11
Cruise	United States	2,428,436	2/13/01	2/13/11
Design of Australia and Chinese Characters in Helm	Australia	871036	3/29/01	3/29/11
Design of Australia and Chinese Characters in Helm	Hong Kong	15712/2003	6/7/01	6/7/08
Design of Australia and Chinese Characters in Helm	Singapore	T01/07873C	6/4/01	6/3/11
Design of Australia and Chinese Characters in Helm	Taiwan	1034306	2/16/03	7/31/13
Design of Baja & Helm	Canada	533,170	9/22/00	9/22/15
Design of Baja & Helm	China	1231397	12/14/98	12/13/08
Design of Baja & Helm	Hong Kong	5324/93	4/29/91	5/3/12
Design of Baja & Helm	Japan	2669975	5/13/94	5/31/14
Design of Baja & Helm	Mexico	446737	11/19/93	6/28/11
Design of Baja & Helm	Singapore	B4792/91	5/11/91	5/11/11
Design of Baja & Helm	Taiwan	527098	7/1/91	6/30/11
Design of Baja & Helm	United States	1,491,372	6/7/88	6/7/08
Design of Boat	Canada	App 127368		
Design of Boat	Mexico	913134	8/25/05	8/25/15
Design of Boat	United States	3,114,235	7/11/06	7/11/16
Design of Chinese Characters in Helm without Map of Australia	Australia	871037	3/29/01	3/29/01
Design of Chinese Characters in Helm without Map of Australia	Hong Kong	15713/2003	6/7/01	6/7/08
Design of Chinese Characters in Helm without Map of Australia	Singapore	T01/07875Z	5/9/03	6/4/11
Design of Chinese Characters in Helm without Map of Australia	Taiwan	1034307	2/16/03	7/31/13
Design of Foreign Characters With Helm	Canada	1,003,512	5/15/00	5/15/15
Design of Foreign Characters Within Helm	China	903485	1/28/07	11/20/06
Design of Foreign Characters Within Helm	Mexico	446738	11/19/93	6/28/11
Design of Foreign Characters Within Helm	Taiwan	750110	3/16/97	7/31/13
Design of Foreign Characters Within Helm	United States	1,491,373	6/7/88	6/7/08
Design of Foreign Characters Within Helm - 1	Hong Kong	898/63	3/26/63	3/26/12
Design of Foreign Characters Within Helm - 2	Hong Kong	4990/93	5/17/91	5/17/12
Design of Foreign Characters Within Helm - 1	Singapore	S/32546	3/30/63	3/30/08
Design of Foreign Characters Within Helm - 2	Singapore	T91/04791C	5/11/91	5/11/11
Design of Headless Shrimp	Canada	App 1273770		
Design of Headless Shrimp	Mexico	App 0736172		
Design of Headless Shrimp	United States	3,148,106	6/20/06	6/20/16
Design of Shrimp with Head	European Community	App 4676185		
Design of Shrimp with Head	Mexico	App 0736174		
Design of Shrimp with Head	United States	3,106,922	7/20/06	7/20/16
Design of Wave	European Community	001153931	7/21/00	4/24/09
Design of Wave	France	97,671,967	4/4/97	4/4/07
Design of Wave	Japan	4246338	3/5/99	3/5/09
Design of Wave	Spain	2085625	10/20/97	4/10/07
Design of Wave	Taiwan	836907	1/16/99	1/15/09
Design of Wave	United States	1,867,109	12/13/94	12/13/14
Design of Wave	Canada	395,717	3/13/92	3/13/07
Design of Wave (New)	United States	App 78/675778		
Design of Wave New	Canada	App 1273766		
Design of Wave New	European Community	App 4676003		
Design of Wave New	Mexico	913132	8/25/05	8/25/15

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>	<u>Original Reg. Date</u>	<u>Exp. Date</u>
Design of Wave with Shrimp	Canada	519,608	7/16/06	11/19/14
Design of Wave With Shrimp	European Community	001154160	9/25/00	4/27/09
Design of Wave with Shrimp	France	97,671,968	4/4/97	4/4/07
Design of Wave with Shrimp	Japan	4246337	3/5/99	3/5/09
Design of Wave with Shrimp	Spain	2085626	10/20/97	4/10/07
Design of Wave with Shrimp	Taiwan	836938	1/16/99	1/15/09
Design of Wave with Shrimp	United States	1987006	7/16/96	7/16/06
Design of Wave Within Circle	Mexico	413012	5/12/92	6/6/11
Design of Wave Within Circle (Surf Logo)	Taiwan	667127	1/16/95	1/15/15
Design of Wave Within Circle	United States	1,326,201	3/19/85	3/19/15
Fair Seas	Mexico	551295	6/25/97	1/30/07
Fiesta Garden	Mexico	647,158	3/27/00	2/11/10
Fiesta Garden	United States	2528476	1/8/02	1/8/12
Gulf of California	United States	App 78/636463		
Mark	Canada	116,477	12/31/59	12/31/19
Mark	Mexico	438037	7/26/93	8/19/07
Mark	United States	1307303	11/27/84	11/27/14
Ocean Garden	Benelux	370316	12/31/80	12/31/10
Ocean Garden	Canada	107,143	6/28/57	6/28/17
Ocean Garden	European Community	165,076	8/7/98	4/1/06
Ocean Garden	France	253,825	12/5/90	12/5/10
Ocean Garden	Germany	1,045,667	3/4/83	1/14/12
Ocean Garden	Hong Kong	613/76	7/31/75	7/31/10
Ocean Garden	Mexico	29863	3/6/30	12/7/14
Ocean Garden	Singapore	33,126	6/26/63	6/26/08
Ocean Garden	Spain	973863	4/20/82	4/25/11
Ocean Garden	Taiwan	670548	2/16/95	2/15/15
Ocean Garden	Thailand	Kor35141	9/16/95	9/16/15
Ocean Garden	United Kingdom	1146252	12/29/80	12/29/11
Ocean Garden - 2	United States	1288059	7/31/84	7/31/14
Ocean Glo	Mexico	195,498	5/14/76	6/27/10
Ocean Glo	United States	739467	10/16/62	10/16/12
Ocean Shell	European Community	1,153,089	6/8/00	4/27/09
Ocean Shell	Mexico	374848	3/30/90	8/19/12
Ocean Shell	United States	2196042	10/13/98	10/13/08
Ocean Star	Hong Kong	614/76	7/31/75	7/31/10
Ocean Star	Japan	785891	7/11/68	7/11/08
Ocean Star	Mexico	200246	2/23/77	1/30/07
Ocean Star	Taiwan	89177	5/1/77	4/30/07
Ocean Star	Thailand	Kor35742	9/16/95	9/16/15
Ocean Star	United States	1289235	8/7/84	8/7/14
Ocean Star Gold	United States	2,919,955	1/18/05	1/18/15
OGP	United States	1591145	4/10/90	4/10/10
OGP & Design	United States	1,591,146	4/10/90	4/10/10
Pink Label Design	Canada	TMA610377	5/14/04	5/14/19
Pink Label Design	China	1,518,693	2/7/01	2/6/11
Pink Label Design	Mexico	622305	8/31/99	7/9/09
Pink Label Design	Taiwan	910431	10/16/00	10/15/10
Pink Label Design	United States	2,664,953	2/3/99	12/24/12

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>	<u>Original Reg. Date</u>	<u>Exp. Date</u>
Pink Label Design with Australia and Chinese Character	Hong Kong	15711/2003	6/7/01	6/7/08
Pink Label Design with Australia and Chinese Character	Singapore	T01/07874A	6/4/01	6/4/11
Pink Label Design with Australia and Chinese Character	Taiwan	1034305	2/16/03	7/31/13
Pink Label Design with Australia and Chinese Characters	Australia	871034	3/29/01	3/29/11
Pink Label Design with gold color	Australia	102484	10/12/04	10/12/14
Pink Label Design with gold color	China	App 4331792		
Pink Label Design with gold color	Hong Kong	300300833	10/13/04	10/12/14
Pink Label Design with gold color	Japan	4861242	4/28/05	4/27/15
Pink Label Design with gold color	Singapore	T04/19053D	11/3/04	11/3/14
Pink Label Design with gold color	Taiwan	1161790	7/1/05	6/30/15
Pride of Guatemala	Guatemala	85277	4/16/97	4/16/07
Pride of Mexico	Mexico	565,785	10/23/97	10/23/07
Pride of Mexico	United States	2,196,032	10/13/98	10/13/08
Seafood Excellence since 1957	United States	2,880,533	8/31/04	8/31/14
Vietnam Garden	United States	2,673,096	1/7/03	1/7/13