

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Herb's Seafood, LLC		05/14/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Institution:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1338230	KAPTAIN'S KETCH
Registration Number:	2548199	HOTCHO NACHO
Registration Number:	2701138	KATFISH KITTIES
Registration Number:	2709910	GRABBERS
Registration Number:	2746443	CLAMSTERS
Registration Number:	1915853	LOLLIPOP SHRIMP
Registration Number:	1921064	LOLLIPOP CHICKEN
Registration Number:	2929327	NEON NUGGETS

CORRESPONDENCE DATA

Fax Number: (212)836-6337
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-836-7319
 Email: psomelofske@kayescholer.com
 Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP

CH \$215.00 1338230

Address Line 1: 425 Park Avenue
Address Line 2: 16-06
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:	03191-0091
NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	06/23/2008

Total Attachments: 3
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SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Herb's Seafood, LLC, a Delaware limited liability company (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed **Schedule 1** annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to Bank of America, N.A., individually and as agent (referred to herein as the "Grantee"), for itself and certain other parties, for the payment and performance of certain indebtedness and other obligations (the "Secured Obligations"); and

WHEREAS, pursuant to various security agreements, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 335 Madison Avenue, New York, NY 10017.

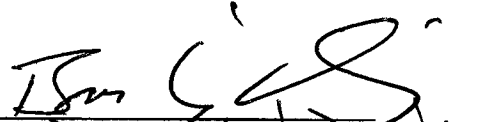
IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 14th day of May, 2008.

HERB'S SEAFOOD, LLC

By: _____

Name:

Title:


Bruce H. Hordley
CEO

SCHEDULE 1 TO SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Date	Filing or Registration Number
Kaptain's Ketch	05-28-85	1338230
Hotcho Nacho	03-12-02	2548199
Katfish Kitties	03-25-03	2701138
Grabbers	04-22-03	2709910
Clamsters	08-05-03	2746443
Lollipop Shrimp	08-29-95	1915853
Lollipop Chicken	09-19-95	1921064
Neon Nuggets	03-01-05	2929327