

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471056

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morey's Seafood International LLC		04/09/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	17 S High Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43215
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3842127	FISH CREATIONS
Registration Number:	4075984	MOREY'S
Registration Number:	4658727	MOREY'S
Registration Number:	4977780	MOREY'S
Registration Number:	4977781	MOREY'S
Registration Number:	2770941	MOREY'S
Registration Number:	2770940	MOREY'S FINE FISH AND SEAFOOD
Registration Number:	4533476	MOREY'S FINE FISH AND SEAFOOD
Registration Number:	4269413	SHRIMP CREATIONS
Registration Number:	4377124	SHRIMP CREATIONS
Registration Number:	4793906	MOREY'S
Registration Number:	4793908	

CORRESPONDENCE DATA

Fax Number: 2163485474

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-348-5400

Email: ipmailbox@mcdonaldhopkins.com

Correspondent Name: McDonald Hopkins LLC

TRADEMARK

Address Line 1: 600 Superior Avenue East
Address Line 2: Suite 2100
Address Line 4: Cleveland, OHIO 44114-2653

NAME OF SUBMITTER: Todd A. Benni

SIGNATURE: /Todd A. Benni/

DATE SIGNED: 04/24/2018

Total Attachments: 16

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is made as of the 11th day of April 2018, by **MOREY’S SEAFOOD INTERNATIONAL LLC**, a Delaware limited liability company (“Pledgor”), and delivered to **THE HUNTINGTON NATIONAL BANK**, a national banking association, in its capacity as administrative agent (“Agent”).

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Amended and Restated Credit and Security Agreement dated of even date herewith by and among Pledgor, MSI Group Holdings LLC, MSI Properties LLC, such other lenders that are or may from time to time become parties thereto (collectively with the Agent, the “Lenders”) and Agent (as supplemented, restated, amended, superseded or replaced from time to time, the “Loan Agreement”). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor owns and has adopted, used and is using (or has filed applications for the registration of) various patents, patent rights and patent applications (collectively, the “Patents”); trademarks, service marks, trade names, and trademark and service mark applications (collectively, “Trademarks”); copyrights and copyright applications (collectively, the “Copyrights”), and all such Patent, Trademark and Copyright registrations and applications are listed on Schedule A attached hereto and made part hereof. (All such Patents, Trademarks and Copyrights, along with all associated goodwill and all rights to sue for past, present and future infringements and the proceeds thereof, including without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits, collectively are hereinafter referred to as the “Assets”).

C. Pursuant to this Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of Pledgor’s Obligations under the Loan Documents (as defined below) and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office, United States Copyright Office, or other relevant office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and all other instruments, agreements and documents entered into in connection therewith (collectively, the “Loan Documents”), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Pledgor’s Obligations under the Loan Documents, Pledgor

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grants a lien and security interest to Agent, for the benefit of the Lenders, in all the Assets, now owned or hereinafter acquired. Pledgor hereby authorizes Agent to file a copy of this Agreement in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to perfect the Lenders' security interest in the Assets as set forth herein.

2. Pledgor hereby covenants and agrees to maintain the Assets in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full.

3. Pledgor represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons (other than Liens in favor of the Subordinated Creditor);

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101, et seq., and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the registrations and applications now owned by Pledgor. If, before all Obligations have been indefeasibly paid and satisfied in full, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Agent's request, Pledgor shall provide Agent and Agent's counsel with an amended Schedule listing Pledgor's Assets in form and substance reasonably satisfactory to Agent.

4. Pledgor further covenants that until all of the Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Pledgor's obligations under this Agreement, except for license, agency, co-marketing and co-branding agreements.

5. So long as an Event of Default has not occurred and is not continuing under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets, and neither Agent nor the Lenders shall have the right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Agent, other than in favor of the Subordinated Creditor or otherwise in the ordinary course of business, which consent will not be unreasonably withheld or delayed.

7. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Pledgor hereby covenants and agrees that Agent, as the holder (for the benefit of the Lenders) of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Illinois, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Upon and during the continuance of an Event of Default under the Loan Agreement, Pledgor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Pledgor hereby authorizes Agent to file a copy of such trademark assignment in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to evidence Agent and the Lenders' interest in the Assets as set forth herein. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Agent and the Lenders shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations under the Loan Documents, Agent shall execute and deliver to Pledgor all documents reasonably necessary to terminate Agent's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's and/or the Lenders' rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Documents, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Assets, and upon request of Agent, Pledgor shall make federal application on registerable but unregistered patents, trademarks, copyrights or licenses belonging to Pledgor. Any expenses incurred in connection with such applications shall be borne by Pledgor. Except as permitted by the terms of the Loan Agreement, Pledgor shall not abandon any material Patent, Trademark or Copyright without the prior written consent of Agent.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Agent or the Lenders may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent or the Lenders are not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent and/or the Lenders for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent or the Lenders in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

15. No course of dealing between Pledgor, Agent and the Lenders, nor any failure to exercise, nor any delay in exercising on the part of Agent or the Lenders any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and the Lender's rights and remedies with respect to the Assets, whether established hereby, by the Loan Documents or by any other future

agreements between Pledgor and the Agent or the Lenders or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of Illinois without regard to its otherwise applicable principles of conflicts of laws.

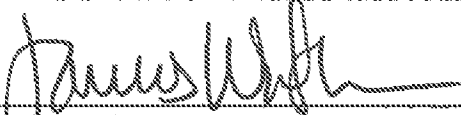
19. This Agreement is being executed and delivered as an amendment to and restatement in its entirety of that certain Intellectual Property Security Agreement dated as of August 12, 2013 by and between Pledgor and Agent (the "Original Security Agreement"), and the execution and delivery of this Agreement shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the obligations of Pledgor evidenced by or arising under the Original Security Agreement or the first lien and security interest of Agent in the Assets.

20. **PLEDGOR, AGENT, AND THE LENDERS EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Intellectual Property Security Agreement the day and year first above written.

MOREY'S SEAFOOD INTERNATIONAL LLC

By: 
Name: Jim Walstrom
Title: President

Approved and Accepted:

THE HUNTINGTON NATIONAL BANK,
as Agent

By: _____
Name: Walter Castillo
Title: Vice President


IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Intellectual Property Security Agreement the day and year first above written.

MOREY'S SEAFOOD INTERNATIONAL LLC

By: _____
Name: _____
Title: _____

Approved and Accepted:

THE HUNTINGTON NATIONAL BANK,
as Agent

By: 
Name: SUSAN HESTER
Title: VICE PRESIDENT

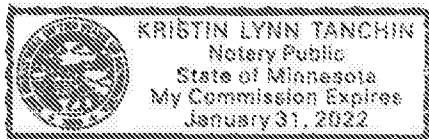
CORPORATE ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :

STATE OF Minnesota : SS

COUNTY OF Hennepin :

Acknowledged before me on this 9th of April, 2018, before me personally appeared Jim Walstrom to me known and being duly sworn, deposes and says that he is the President of **MOREY'S SEAFOOD INTERNATIONAL LLC**, a Delaware limited liability company, the Pledgor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



K. L. Tanchin
Notary Public

My Commission Expires: 1-31-2022

UNITED STATES OF AMERICA :

STATE OF _____ : SS

COUNTY OF _____ :

Acknowledged before me on this _____ of _____, 2018, before me personally appeared Walter Castillo to me known and being duly sworn, deposes and says that he is the Vice President of **THE HUNTINGTON NATIONAL BANK**, a national banking association, the Agent described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public

My Commission Expires: _____

CORPORATE ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

Acknowledged before me on this _____ of _____ 2018, before me personally appeared _____ to me known and being duly sworn, deposes and says that s/he is the _____ of MOREY'S SEAFOOD INTERNATIONAL LLC, a Delaware limited liability company, the Pledgor described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Notary Public
My Commission Expires: _____

UNITED STATES OF AMERICA :
STATE OF Missouri : SS
COUNTY OF St. Charles :




Acknowledged before me on this 11th of April 2018, before me personally appeared Gregg Hertel to me known and being duly sworn, deposes and says that s/he is the VICE PRESIDENT of THE HUNTINGTON NATIONAL BANK, a national banking association, the Agent described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

WALTER CASTILLO
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires March 3, 2020
Commission Number 16388811

Walter Castillo
Notary Public
My Commission Expires: March 3, 2020

SCHEDULE A

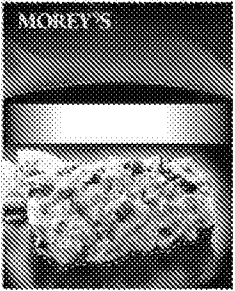

Trademarks:

Mark	Reg. No.	Reg. Date	Goods / Services
FISH CREATIONS	3,842,127	08/31/2010	Fish (Class 29) Sauces, marinades and glazed for fish (Class 30)
MOREY'S	4,075,984	12/27/2011	Fish (Class 29)
MOREY'S	4,658,727	12/23/2014	Fish and seafood, not live (Class 29)
MOREY'S	4,977,780	06/14/2016	Providing a website featuring information in the field of recipes and cooking; Providing an online computer database to consumers featuring information about recipes, ingredients and cooking information (Class 43)
MOREY'S	4,977,781	06/14/2016	Providing a website featuring information on health and nutrition; Providing information in the field of nutrition (Class 44)
	2,770,941	10/07/2003	Retail and wholesale distributorship featuring fish and seafood products in (Class 35)
	2,770,940	10/07/2003	Retail and wholesale distributorship featuring fish and seafood products (Class 35)
	4,533,476	05/20/2014	Fish and seafood (Class 29)
SHRIMP CREATIONS	4,269,413	01/01/2013	Seafood (Class 29)
SHRIMP CREATIONS	4,377,124	07/30/2013	Sauces, marinades and glazes for seafood (Class 30)

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Schedule A- Amended and Restated Intellectual Property Security Agreement

TRADEMARK
REEL: 006319 FRAME: 0972

Mark	Reg. No.	Reg. Date	Goods / Services
MOREY'S and Product Packaging Design: 	4,793,906	08/18/2015	Seafood, not live (Class 30)
Product Packaging Design: 	4,793,908	08/18/2015	Seafood, not live (Class 30)

International Registrations

Mark	Country	Reg. No.	Reg. Date	Goods / Services
MOREY'S	Canada	948563	09/07/2016	Fish and seafood, not live
MOREY'S	Taiwan	1670930	10/16/2014	Fish and non-living seafood (Class 29)
MOREY'S	WIPO, designating Australia, European Union, Mexico, Korea	1218396	06/17/2014	Fish and seafood, not live (Class 29)

Morey's Seafood International LLC has a Trademark License Agreement with Seafood Markets, Ltd. for the use of the registered name "Morey's Fish House".

Trade names:

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Schedule A- Amended and Restated Intellectual Property Security Agreement

Morey's Seafood International LLC, Morey's Seafood, Morey's

Patents:

None

Copyrights:

None

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Schedule A- Amended and Restated Intellectual Property Security Agreement

TRADEMARK
REEL: 006319 FRAME: 0974

EXHIBIT 1

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES ASSIGNMENT

WHEREAS, _____ (“Grantor”) is the registered owner of the patents, patent rights, and patent applications, trademarks, service marks, trade names, service trademark applications and service trade names, copyrights and copyright applications and licenses listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office, United States Copyright Office, or other appropriately empowered officials of foreign countries, respectively; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Amended and Restated Intellectual Property Security Agreement of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed as of the ___ day of _____.

By: _____
Attorney-in-fact

Witness:

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Exhibit 1- Amended and Restated Intellectual Property Security Agreement

TRADEMARK
REEL: 006319 FRAME: 0975

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :

STATE OF : S.S.

COUNTY OF :

On this _____ day of _____ 20____, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____ and s/he acknowledged to me that s/he executed the foregoing Intellectual Property Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

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Exhibit 1- Amended and Restated Intellectual Property Security Agreement

POWER OF ATTORNEY

Upon the occurrence and during the continuance of an Event of Default, **MOREY'S SEAFOOD INTERNATIONAL LLC**, a Delaware limited liability company ("Grantor"), hereby authorizes **THE HUNTINGTON NATIONAL BANK**, a national banking association, as agent ("Grantee"), as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Amended and Restated Intellectual Property Security Agreement between Grantor and Grantee dated April 11, 2018 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Assets (as defined in the Patent Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Patent Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Amended and Restated Credit and Security Agreement dated April 11, 2018 between Grantor and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Upon the occurrence and during the continuance of an Event of Default, Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Patent Agreement.

Upon the occurrence and during the continuance of an Event of Default, this Power of Attorney shall be irrevocable for the life of the Patent Agreement.

[SIGNATURE PAGE FOLLOWS]

9th IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this day of April, 2018.

MOREY'S SEAFOOD INTERNATIONAL LLC
a Delaware limited liability company

By: [Signature]
Name: Jim Walstrom
Title: President

UNITED STATES OF AMERICA :

STATE OF Minnesota : SS

COUNTY OF Hennepin :

Acknowledged before me on this 9th of April, 2018, before me personally appeared Jim Walstrom to me known and being duly sworn, deposes and says that he is the President of MOREY'S SEAFOOD INTERNATIONAL LLC, a Delaware limited liability company, the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.

[Signature]
Notary Public

My Commission Expires: 1-31-2022

