

06-06-2003

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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Clover Leaf Seafoods, L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 05/15/2003

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as Agent

Internal Address: Loan Administration Manager

Street Address: 15260 Ventura Blvd., Ste 400

City: Sherman Oaks State: CA Zip: 91403

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Rhode Island
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s) \_\_\_\_\_  
n/a

B. Trademark Registration No.(s) 2,520,386

Additional number(s) attached  Yes  No

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

Name: Federal Research Co., LLC

Internal Address: \_\_\_\_\_

Street Address: 1030 15th St., NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: \_\_\_\_\_

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Julie Cravitz  
Name of Person Signing

*Julie Cravitz*  
Signature

May 29, 2003  
Date

Total number of pages including cover sheet, attachments, and document: 20

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

06/05/2003 T01A21 00000187 2520386

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40.00 DP

TRADEMARK  
REEL: 002747 FRAME: 0072

## TRADE-MARK SECURITY AGREEMENT

THIS TRADE-MARK SECURITY AGREEMENT (this "Agreement"), dated as of May 15, 2003, is entered into by Clover Leaf Seafoods, L.P., a limited partnership formed pursuant to the laws of Ontario, as the Canadian Borrower and a Guarantor (the "Grantor") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, as Agent ("Secured Party"), for the benefit of Secured Party and the Lenders referred to below (Secured Party and the Lenders are each referred to herein as a "Beneficiary" and collectively as the "Beneficiaries"), with reference to the following facts:

### RECITALS

A. Pursuant to the Loan and Security Agreement, dated as of May 15, 2003, by and among Bumble Bee Holdings, L.P., a Delaware limited partnership ("Holdings"), Bumble Bee Seafoods, LLC, a Delaware limited liability company ("Bumble Bee LLC"), BB Acquisition (PR), L.P. a Delaware limited partnership ("Bumble Bee PR"), and, together with Holdings and Bumble Bee LLC, the "Domestic Borrowers"), Clover Leaf Seafoods, L.P., an Ontario limited partnership (the "Canadian Borrower"), the lenders from time to time a party thereto (collectively, the "Lenders" and individually, a "Lender"), and Fleet Capital Corporation, as Agent (as amended, extended, renewed, supplemented, or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to Borrowers. Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the meanings given those terms in the Loan Agreement as though set forth herein in full.

B. The Loan Agreement provides, as a condition to the availability of such credit facilities, that the Grantor enter into this Agreement and grant security interests to Secured Party as herein provided.

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Domestic Borrowers and Grantor, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

#### 1. SECURITY INTEREST

The Grantor hereby grants to Secured Party, for the benefit of itself and the Lenders, a security interest in all of the Grantor's now existing or hereafter acquired right, title, and interest in and to:

A. All of the Grantor's trade-marks, trade names, trade dress and service marks; all prints and labels on which such trade-marks, trade names, trade dress and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications; registrations and recordings relating to the foregoing in the Trade-marks Office of the Canadian Intellectual Property Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, and all reissues, extensions and renewals

thereof including those trade-marks, terms, designs and applications described in Schedule A hereto (collectively, the "Trade-marks");

B. The goodwill of the business symbolized by each of the Trade-marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trade-marks; and

C. Any and all proceeds of any of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement of the Trade-marks or of any licenses with respect thereto (all of the foregoing in clauses (A) through (C) are collectively referred to herein as the "Collateral").

## 2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement for the benefit of itself and the Lenders shall secure any and all Obligations arising under or related to the Loan Documents (all of the foregoing hereinafter referred to as the "Secured Obligations").

## 3. WARRANTIES AND COVENANTS

The Grantor hereby covenants, represents and warrants, as applicable, that (all of such covenants, representations and warranties being continuing in nature so long as any of the Secured Obligations are outstanding (other than contingent indemnity and expense reimbursement obligations for which no claim has been made)):

A. Except as disclosed in the Loan Agreement, all of that portion of the existing Collateral owned by the Grantor is valid and subsisting in full force and effect to the Grantor's knowledge, and the Grantor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. The Grantor will, at the Grantor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of that portion of the Collateral owned by the Grantor as valid, subsisting and registered trade-marks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any Lien, except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Liens.

B. Except as otherwise permitted by the Loan Agreement, the Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating to that portion of the Collateral owned by the Grantor, except to Secured Party, or otherwise dispose of any of that portion of the Collateral owned by the Grantor without the prior written consent of Secured Party or except as permitted by the Loan Agreement.

C. The Grantor authorizes Secured Party to have this or any other similar security agreement filed with the Trade-marks Office of the Canadian Intellectual Property Office or other appropriate federal, provincial or government office.

D. The Grantor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

E. Secured Party may, to the extent permitted under the Loan Agreement, pay any amount or do any act which the Grantor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. The Grantor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by the Grantor from the Canadian Lender, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Secured Obligations; provided that the Grantor shall not be responsible for such expenses to the extent incurred because of the gross negligence or willful misconduct of Agent, any Lender or any of their respective representatives.

F. As of the date hereof, the Grantor does not have any Trade-marks registered, or subject to pending applications, in the Trade-marks Office of the Canadian Intellectual Property Office or any similar office or agency in the United States of America or in any other country other than those described in Schedule A annexed hereto.

G. The Grantor shall notify Secured Party in writing of the filing by the Grantor of any application for the registration of a Trade-mark with the Trade-marks Office of the Canadian Intellectual Property Office within thirty (30) days of such filing. Upon request of Secured Party, the Canadian Borrower shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party for the benefit of itself and the Lenders in such Trade-mark.

H. The Grantor (1) has not abandoned any of the Trade-marks and the Grantor will not do any act, nor omit to do any act, whereby the Trade-marks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable, and, (2) the Grantor shall notify Secured Party promptly if the Grantor knows or has reason to know of any reason why any application, registration or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable, except in the cases of clause (1) and (2) where such abandonment, cancellation, invalidation, unenforceability or avoidance would not reasonably be expected to have a Material Adverse Effect.

I. The Grantor will take such actions in any proceeding before the Trade-marks Office of the Canadian Intellectual Property Office, any federal or provincial court or any similar office or agency in the United States of America or any state therein or any other country as are necessary to maintain such application and registration of the Trade-

marks owned by the Grantor and material to its business, in the Grantor's reasonable business judgment, as the Grantor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

J. The Grantor will promptly notify Secured Party if the Grantor learns of any use by any person of any term or design likely to cause confusion with any Trade-mark or of any use by any person of any product that infringes upon any Trade-mark. If requested by Secured Party, the Grantor, at the Grantor's expense, shall take such action as Secured Party may reasonably deem necessary for the protection of Secured Party's interest in and to the Trade-marks.

K. The Grantor will maintain the quality of the products associated with the Trade-marks at a level consistent with the quality at the time of this Agreement.

#### 4. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of an Event of Default and at any time thereafter while it continues, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, the Grantor, except as such notice or consent is expressly provided for hereunder.

A. Secured Party may make use of any Trade-marks for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party for the benefit of itself and the Lenders by the Canadian Borrower.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of Canada, the United States of America and all other foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide the Grantor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, the Grantor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of the Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or

more instruments of assignment of the Trade-marks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. The Grantor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable legal fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party shall apply any remaining proceeds to the Secured Obligations as provided in the Loan Agreement. The Grantor shall remain liable to Beneficiaries for any expenses or obligations remaining unpaid after the application of such proceeds, and the Grantor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, the Grantor shall supply to Secured Party or Secured Party's designee, the Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trade-marks and the Grantor's customer lists and other records relating to the Trade-marks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Documents, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently subject to applicable law.

## 5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by the Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Beneficiaries, their agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to the Grantor, specifying such waiver.

B. All notices, requests and demands are to be given or made to the respective parties at the addresses and in the manner set forth in the Loan Agreement.

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party hereunder for the benefit of itself and the Lenders shall terminate upon termination of the Loan Agreement and indefeasible payment in full to the Lenders of all Secured Obligations thereunder (other than contingent indemnity and expense reimbursement obligations for which no claim has been made).

G. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE FEDERAL LAWS OF CANADA AND THE LAWS OF THE PROVINCE OF ONTARIO.

[signature page follows]

05/18/03 20:19 FAX

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IN WITNESS WHEREOF, the Grantor and Secured Party have executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

**CLOVER LEAF SEAFOODS, L.P.**

By: CL (Canada), LLC,  
its general partner

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

SECURED PARTY:

**FLEET CAPITAL CORPORATION,**  
a Rhode Island corporation,  
as Agent for the Lenders

By:   
Name: Matthew R. Van Steenhuyse  
Title: Senior Vice President



EXHIBIT 1

SPECIAL POWER OF ATTORNEY

PROVINCE OF ONTARIO )  
 )  
 ) ss.:  
 )

KNOW ALL MEN BY THESE PRESENTS, Clover Leaf Seafoods, L.P., a limited partnership formed pursuant to the laws of Ontario, as the Canadian Borrower and a Guarantor (the "Grantor") hereby appoints and constitutes FLEET CAPITAL CORPORATION, in its capacity as Agent for the Lenders identified in the Security Agreement referred to below ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Grantor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of the Grantor in and to any trade-marks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trade-mark Security Agreement of even date herewith between the Grantor and Secured Party (as amended or supplemented, the "Security Agreement") and may not be revoked until indefeasible payment in full of all of the "Secured Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of \_\_\_\_\_, 2003

GRANTOR:

**CLOVER LEAF SEAFOODS, L.P.**

**By: CL (Canada), LLC,  
its general partner**

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

SECURED PARTY:

**FLEET CAPITAL CORPORATION,  
a Rhode Island corporation,  
as Agent for the Lenders**

By: \_\_\_\_\_  
Name: Matthew R. Van Steenhuyse  
Title: Senior Vice President

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

BUMBLE BEE SEAFOODS, LLC

<u>Country</u>	<u>Mark</u>	<u>App./Reg. #</u>
Argentina	BUMBLE BEE	1491357
Argentina	DIPLOMATICO	1756491
Argentina	FIGARO	1510793
Aruba	BUMBLE BEE (& DESIGN)	15752
Aruba	FIGARO	17711
Australia	BUMBLE BEE	A191862
Australia	FIGARO	A204603
Australia	FIGARO	A195451
Austria	BUMBLE BEE	146563
Barbados	BUMBLE BEE	81/12770
Benelux	BUMBLE BEE	460108
Benelux	FIGARO	513318
Benelux	FIGARO	557344
Benelux	FIGARO	460107
Bermuda	BUMBLE BEE (& DESIGN)	21805
Bermuda	FIGARO	21801
Bolivia	BUMBLE BEE	60849
Bolivia	FIGARO	60847
Bolivia	TUXEDO	60848
Brazil	BUMBLE BEE	817425713
Brazil	BUMBLE BEE (& SINGLE BEE DESIGN)	6994261
Brazil	DELMONICO	007053150
Brazil	FIGARO	817425730
Canada	FIGARO	177977
Canada	ORLEANS	TMA 528688
Canada	TUXEDO	TMA 295633
Chile	BUMBLE BEE	415478
Chile	BUMBLE BEE (& SINGLE BEE DESIGN)	396428
Chile	FIGARO	416032
Chile	TUXEDO	452009
China (People's Republic Of)	BUMBLE BEE	279565
Colombia	BUMBLE BEE	152582
Colombia	BUMBLE BEE BRAND (& DESIGN)	120739
Colombia	CLOVER LEAF	02082806
Colombia	DIPLOMATICO	380325
Colombia	FIGARO	185770
Colombia	TUXEDO	152586
Costa Rica	BUMBLE BEE	85435
Costa Rica	BUMBLE BEE (& DESIGN)	85432

Costa Rica	DIPLOMATICO	85437
Costa Rica	FIGARO	85431
Costa Rica	TUXEDO	85436
Denmark	BUMBLE BEE	3104/1987
Denmark	FIGARO	03984/1994
Dominican Republic	BUMBLE BEE	58838
Dominican Republic	DIPLOMATICO	58836
Dominican Republic	FIGARO	58835
Dominican Republic	TUXEDO	58837
Ecuador	BUMBLE BEE	1408-94
Ecuador	BUMBLE BEE (& SINGLE BEE DESIGN)	589/90
Ecuador	DIPLOMATICO	1406/94
Ecuador	DIPLOMATICO	3725/94
Ecuador	DIPLOMATICO	3724/94
Ecuador	FIGARO	402/79
Egypt	BUMBLE BEE	67319/1986
Egypt	BUMBLE BEE (& SINGLE BEE DESIGN)	74693
El Salvador	BUMBLE BEE	216
European Union	BUMBLE BEE	2355667
Fiji	PARAMOUNT	151/2001
Finland	BUMBLE BEE	67834
Finland	FIGARO	71050
France	BUMBLE BEE	1239913
France	FIGARO	1239914
Germany	BUMBLE BEE	645343
Germany	BUMBLE BEE	921040
Germany	FIGARO	2903658
Germany	FIGARO	921041
Greece	BUMBLE BEE	51306
Greece	FIGARO	51307
Guatemala	BUMBLE BEE	104572
Guyana	BUMBLE BEE	18289A
Honduras	BUMBLE BEE	62221
Honduras	BUMBLE BEE QUICK FROZEN HEADLESS SHRIMP (& DESIGN)	26602
Honduras	BUMBLE BEE QUICK FROZEN HEADLESS SHRIMP (& DESIGN)	27002
Hungary	BUMBLE BEE (& SINGLE BEE DESIGN)	134594
Ireland	BUMBLE BEE	82406
Ireland	FIGARO	83531
Ireland	FIGARO	161195
Israel	BUMBLE BEE (& SINGLE BEE DESIGN)	72835
Italy	BUMBLE BEE	674880
Italy	FIGARO	674879
Japan	BUMBLE BEE	2184519
Japan	DESIGN ONLY (BEE DESIGN)	1503600

Japan	FIGARO	3086864
Macedonia	BUMBLE BEE	1172
Macedonia	FIGARO	1171
Mexico	BUMBLE BEE	476121
Mexico	DIPLOMATICO	501118
Netherlands Antilles	BUMBLE BEE (& SINGLE BEE DESIGN)	06873
Nicaragua	BUMBLE BEE	25318
Nicaragua	BUMBLE BEE (& DESIGN)	27193
Nicaragua	DIPLOMATICO	25960
Nicaragua	FIGARO	25959
Nicaragua	TUXEDO	25967
Norway	BUMBLE BEE	90642
Norway	FIGARO	172990
Norway	FIGARO	91649
Panama	BUMBLE BEE	63008
Panama	BUMBLE BEE	65041
Panama	BUMBLE BEE (& JALAPENO DESIGN)	63708
Paraguay	BUMBLE BEE (& SINGLE BEE DESIGN)	241861
Paraguay	DIPLOMATICO	166393
Paraguay	FIGARO	166394
Paraguay	TUXEDO	166395
Peru	BUMBLE BEE	2421
Peru	BUMBLE BEE (& SINGLE BEE DESIGN)	70124
Peru	DIPLOMATICO	1650
Peru	FIGARO	2422
Peru	TUXEDO	1651
Philippines	BUMBLE BEE	4-1994-96141
Poland	BUMBLE BEE (& SINGLE BEE DESIGN)	75826
Portugal	BUMBLE BEE BRAND (STYLIZED)	183258
Puerto Rico	BUMBLE BEE (& SINGLE BEE DESIGN)	21534
Puerto Rico	FIGARO	21539
Russian Federation	BUMBLE BEE (& SINGLE BEE DESIGN)	107121
Saudi Arabia	BUMBLE BEE	498/33
Saudi Arabia	DESIGN ONLY (BEE DESIGN)	504/53
Slovenia	BUMBLE BEE	7380485
Slovenia	FIGARO	Z7380486
South Africa	BUMBLE BEE (& SINGLE BEE DESIGN)	80/1395
South Korea	BUMBLE BEE	133338
Spain	BUMBLE BEE	721018
Spain	BUMBLE BEE (& DESIGN)	1917558
Suriname	BUMBLE BEE	17376
Suriname	BUMBLE BEE (& SINGLE BEE DESIGN)	9774
Sweden	BUMBLE BEE	149739
Switzerland	BUMBLE BEE	P266635
Switzerland	FIGARO	424148
Switzerland	FIGARO	P266636

Thailand	BUMBLE BEE	KOR41992
Thailand	FIGARO	KOR25849
Ukraine	BUMBLE BEE	UA2001031511
United Kingdom	BUMBLE BEE	627746
United Kingdom	FIGARO	1320778
United Kingdom	FIGARO	1262184
United States	100 YEARS (& DESIGN)	2,457,965
United States	BUMBLE BEE (& SINGLE BEE DESIGN)	1,010,513
United States	COMMERCE (& SHIP DESIGN)	0,113,231
United States	CORAL (STYLIZED)	0,557,331
United States	DE JEAN'S	0,938,168*
United States	DESIGN ONLY (BEE DESIGN)	0,581,074
United States	DESIGN ONLY (CAT & FIDDLE DESIGN)	1,576,676
United States	EASY SHREDS	2,112,382
United States	ENTERPRISE	1,805,462
United States	FAT FREE TUNA SALAD (& DESIGN)	2,356,130
United States	FIGARO	0,717,277
United States	FREE (& BEE DESIGN)	2,333,848
United States	FUN (& BEE DESIGN)	2,330,314
United States	FUN ORIGINAL RECIPE TUNA SALAD MIXED & READY TO EAT WITH 6 CRACKERS & DESIGN	2,356,129
United States	GULF BELLE	1,162,943
United States	GULF BELLE	2,184,097
United States	GULF BELLE (& DESIGN)	0,686,427
United States	HARPOON (& DESIGN)	0,113,693
United States	HARRIS	1,268,088
United States	MARVELOUS (STYLIZED)	0,538,007
United States	OCEAN MASTER	1,484,454
United States	ORLEANS	2,262,099
United States	ORLEANS (& DESIGN)	0,667,858
United States	ROYAL REEF	1,553,895
United States	SEAFOOD SOLUTIONS	76/305,518
United States	TUXEDO (STYLIZED)	0,555,078
Uruguay	BUMBLE BEE	324664
Uruguay	BUMBLE BEE (& SINGLE BEE DESIGN)	259971
Uruguay	DIPLOMATICO	263456
Uruguay	TUXEDO	262793
Venezuela	BUMBLE BEE	112829
Venezuela	DIPLOMATICO	6066/94
Yugoslavia	BUMBLE BEE	21971
Yugoslavia	FIGARO	23364

\*Due to a gap in the chain of title, Bumble Bee Seafoods, Inc.<sup>1</sup> is unable to renew Reg. No. 0,938,168, and it will expire 4/28/03. A new application for this trademark is being filed.

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<sup>1</sup> [Bumble Bee Seafoods, LLC].

CLOVER LEAF SEAFOODS, L.P.

<u>Country</u>	<u>Mark</u>	<u>App./Reg. #</u>
Aruba	RED ROSE	12858
Australia	CLOVER LEAF	A56916
Australia	CLOVER LEAF DESIGN	A65859
Australia	CLOVER LEAF DESIGN	641863
Australia	CLOVER LEAF LOGO	654588
Australia	PARAMOUNT	A68228
Australia	PREMIUM SALMON	78369
Australia	RED ROSE BRAND	A121298
Australia	UNIVERSAL	A177674
Barbados	CLOVER LEAF AND DESIGN	815337
Barbados	RED ROSE DESIGN	812531
Benelux	CLIPPER	648214
Benelux	CLIPPER BRAND	650672
Benelux	CLOVER LEAF AND DESIGN	16878
Benelux	KILTIE SALMON & DESIGN	78993
Benelux	PARAMOUNT SALMON & DESIGN	345985
Benelux	RED ROSE BRAND DESIGN	16877
Canada	BEE & DESIGN	TMA 140375
Canada	BLUE PACIFIC	UCA011564
Canada	BUMBLE BEE	130895
Canada	CLOVER LEAF	UCA010040
Canada	CLOVER LEAF & CLOVER LEAF DESIGN	TMDA050882
Canada	CLOVER LEAF & DESIGN	TMA185996
Canada	CLOVER LEAF AND DESIGN	TMA 339931
Canada	CLOVER LEAF DESIGN	TMDA 051955
Canada	CLOVER LEAF GARNIT-TOUT & DESIGN	TMA 409510
Canada	CLOVER LEAF TOPPERS & DESIGN	TMA 409206
Canada	GOLD ANCHOR	TMA 253341
Canada	KILTIE BRAND AND SALMON DESIGN	TMDA021200
Canada	LAGUNA	UCA011085
Canada	MAPLE LEAF	TMA330834
Canada	MAPLE LEAF BRAND & DESIGN	TMDA005392
Canada	MINI-FILET	TMA 176228
Canada	NAVY	TMA 324227
Canada	PARAMOUNT	UCA004043
Canada	PET	UCA005772
Canada	PREMIUM & DESIGN	TMA 412283
Canada	PREMIUM CHOICE SOCKEYE SALMON	029052
	LABEL DESIGN	
Canada	PREMIUM FROZEN FISH AND DESIGN	TMDA046513
Canada	RED CLOVER	TMA 298449



Canada	RED ROSE BRAND	UCA002125
Canada	ROBIN RED DESIGN	TMA 166988
Canada	ROSE MARIE	UCA12429
Canada	SURF	UCA032539
Canada	THUNDERBIRD	UCA039184
Canada	THUNDERBIRD THE MARK OF QUALITY & DESIGN	361076
Canada	UNIVERSAL BRAND RED SOCKEYE SALMON LABEL	TMDA054669
Cayman Islands	CLOVER LEAF & DESIGN	746463
Cayman Islands	CLOVER LEAF & DESIGN	721158
China (People's Republic Of)	CLOVER LEAF & DESIGN	1174888
China (People's Republic Of)	PARAMOUNT & DESIGN	1266632
Denmark	CLOVER LEAF AND DESIGN	1962 1366 VR
European Union	CLOVER LEAF & DESIGN	356956
France	CLOVER LEAF	1494559
France	RED ROSE LA ROSE ROUGE	1499228
France	UNIVERSAL	1515074
Germany	CLOVER LEAF AND DESIGN	2025024
India	CLOVER LEAF & DESIGN	4160
Ireland	RED ROSE BRAND & DEVICE	61724
Israel	CLOVER LEAF & DESIGN	72042
Italy	PARAMOUNT NELSON BROS. FISHERIES LIMITED (& DESIGN)	441880
Jamaica	RED ROSE & DESIGN	6572
Japan	PARAMOUNT	2368710
Mauritius	CLOVER LEAF	A/12 No. 268
Mauritius	CLOVER LEAF & CLOVER LEAF DESIGN	A/13 NO. 64
Mauritius	RED ROSE & DESIGN	A/13 NO. 66
Netherlands Antilles	RED ROSE DESIGN	05505
New Zealand	CLOVER LEAF	29639
New Zealand	CLOVER LEAF & DESIGN	33862
New Zealand	MAPLE LEAF BRAND & DESIGN	5627/4395
New Zealand	PARAMOUNT	B72191
New Zealand	PARAMOUNT	265023
New Zealand	ROBIN RED	B128586
New Zealand	UNIVERSAL	B129202
South Africa	CLOVER LEAF SALMON & DESIGN	40/907
South Africa	MAPLE LEAF	70/3764
South Africa	SWALLOW	34/1385
Spain	CLOVER LEAF & DESIGN	1207992
Suriname	RED ROSE DESIGN	2312
Sweden	CLOVER LEAF & DESIGN	105471
Sweden	PARAMOUNT	130505
Switzerland	CLOVER LEAF & DESIGN	313658
Switzerland	KILTIE & DESIGN	357853

Trinidad and Tobago	CLOVER LEAF & DESIGN	2869
Trinidad and Tobago	RED ROSE & DESIGN	58/1955
Trinidad and Tobago	UNIVERSAL & DESIGN	12816
United Kingdom	CLOVER LEAF	746463
United Kingdom	CLOVER LEAF BRAND	721157
United Kingdom	CLOVER LEAF BRAND & DESIGN	721158
United Kingdom	PARAMOUNT	B767432
United Kingdom	PARAMOUNT	628666
United Kingdom	PINE TREE	791566
United Kingdom	RED ROSE	791567
United States	CLOVER LEAF	2,520,386

Trademark Applications

Canada	REAL FISH, REAL EASY	1169244
Canada	REAL SEAFOOD, REAL EASY	1169250
United States	PRIME FILLET	76/482,954
United States	TOUCH OF LEMON	76/482,953

SCHEDULE B  
to  
TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None.