

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fishery Products International Limited		06/23/2005	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	CIT Business Credit Canada Inc.
Street Address:	207 Queens Quay West
Internal Address:	Suite 700
City:	Toronto
State/Country:	CANADA
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	1479801	AQUARIUS
Registration Number:	1217128	BAKE 'R BROIL
Registration Number:	843768	BATTERCRISP
Registration Number:	2016319	BLAZIN' BUFFALO SHRIMP
Registration Number:	1687266	BLAZIN' REDFISH
Registration Number:	1986387	BOSTON BATTER
Registration Number:	1701963	
Registration Number:	2279969	CAMPECHE CARMEN
Registration Number:	1452347	CAPTAIN LONGBOAT
Registration Number:	564574	CARIBOU
Registration Number:	1245917	CATCH OF THE DAY
Registration Number:	1959672	CATCH OF THE DAY
Registration Number:	1697808	CLOUSTON

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TRADEMARK
REEL: 003315 FRAME: 0357

Registration Number:	2270859	COUNTRY CORNMEAL
Registration Number:	1566630	FISHERY PRODUCTS INTERNATIONAL
Registration Number:	2242331	FISHERY PRODUCTS INTERNATIONAL
Registration Number:	1486275	FPI
Registration Number:	2383613	FPI FISHERY PRODUCTS INTERNATIONAL CLOUSTON
Registration Number:	2265761	FPI ICE SHRIMP
Registration Number:	2077929	FPI SALMON CROWNS
Registration Number:	2095689	FPI SNOW PEARL
Registration Number:	2358781	FROM THE ICY COLD WATERS OF NEWFOUNDLAND
Registration Number:	1580301	FUN FISH
Registration Number:	2064775	GOLDEN SHRIMP DOUBLOONS
Registration Number:	2446968	GOURMET SEAFOOD MADE EASY
Registration Number:	2722884	GRAND BANKS
Registration Number:	1918187	HEALTHYBAKE
Registration Number:	692915	I.Q.F.
Registration Number:	2637783	MANDARIN
Registration Number:	1056196	MARIPAC
Registration Number:	976458	"MARITIMER"
Registration Number:	1121090	MIRABEL
Registration Number:	1004556	OCEAN MAID
Registration Number:	1557039	OVENCRUNCH
Registration Number:	2198669	OVENCRUNCH
Registration Number:	1395953	RIK SHA
Registration Number:	2148360	SCRIBBLES
Registration Number:	2432184	FISHERY PRODUCTS INTERNATIONAL SEA CUISINE GOURMET SEAFOOD MADE EASY
Registration Number:	1422097	SEAFOOD ELITES
Registration Number:	1348343	SEA NUGGETS
Registration Number:	1554896	SEA STRIPS
Registration Number:	1719556	SEA WONDERS
Registration Number:	1501490	SHORE GRILLED
Registration Number:	1050186	SHRIMP-MATES
Registration Number:	1831475	SIMPLE SERV
Registration Number:	1649611	SIMPLE SERV COD FILLETS
Registration Number:	1395956	TREASURE ISLE

Registration Number:	2863697	WE CATCH CUSTOMERS FOR YOU.
Serial Number:	78538929	BREADED NATURALS
Serial Number:	78441199	COASTAL CLASSICS
Serial Number:	78414924	FPI OPENERS
Serial Number:	78432386	OCEAN MAID
Serial Number:	78244340	RACK O' SHRIMP
Serial Number:	78275356	SALMON ELITES
Serial Number:	78538933	SEA PORTIONS
Serial Number:	78588600	
Serial Number:	78338379	UPPERCRUST
Serial Number:	78430035	TIKI ISLAND SHRIMP
Registration Number:	1724023	BATTERCRISP

CORRESPONDENCE DATA

Fax Number: (617)526-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6175266448
 Email: janey.davidson@wilmerhale.com
 Correspondent Name: Michael J. Bevilacqua, Esquire
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street
 Address Line 4: Boston, MASSACHUSETTS 02109

DOMESTIC REPRESENTATIVE

Name: Michael J. Bevilacqua, Esquire
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street
 Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	05/24/2006

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK AGREEMENT (the "**Agreement**"), dated as of June 23, 2005, between Fishery Products International Limited (the "**Grantor**"), and CIT Business Credit Canada Inc., as agent (the "**Agent**") for itself and on behalf of the Lenders (as herein defined);

WITNESSETH:

WHEREAS, the Grantor pursuant to a loan agreement dated as of June 23, 2005 between, amongst others, the Grantor, as borrower, the financial institutions named from time to time or at any time therein as lenders (collectively the "**Lenders**"), and the Agent, as funding agent, as administrative agent, as collateral agent and as a Lender as the same may be amended, supplemented, revised, restated or replaced from time to time (the "**Loan Agreement**"), the Lenders have agreed to make extensions of credit to the Grantor;

AND WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a security agreement, dated as of June 23, 2005 (together with all amendments, supplements, reinstatement and other modifications, if any, from time to time made thereto, the "**Security Agreement**");

AND WHEREAS, it is a condition precedent to the extension of credit that the Grantor execute and deliver this Agreement and to grant to the Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations;

AND WHEREAS the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations of the Grantor, the Grantor does hereby mortgage, pledge and hypothecate to the Agent and grant to the Agent, for its own benefit and on behalf of the Lenders, a security interest in all of the following property of the Grantor (the "**Trademark Collateral**"), now owned and existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world whether currently in use or not, all

registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Trademarks Office or in any office or agent of the United States of America or any foreign country, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;

(b) all trademark licenses and other agreements providing the Grantor with the right to use any of the items described in clause (a), including each Trademark license referred to in Schedule "A" hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Schedule "A" hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted hereby in the Trademark Collateral relating to the Trademarks referred to in Number 1 of Schedule "A" with the Canadian Trademarks Office, and recording the security interest granted hereby in the Trade Mark Collateral relating to the Trademarks referred to in Number 2 of Schedule "A" with the United States Patent and Trade Marks Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in substitution or limitation of, the security interest granted to the Agent and the Lenders for each of their benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and Lenders) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon full and final payment and performance of all Obligations and the termination of the Loan Agreement, the Agent shall, at the Grantor's request and expense, execute and deliver to the Grantor all instruments and other document as may be necessary or proper to release the security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgement. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by references herein as if fully set forth herein.

SECTION 6. Loan Agreement, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being

construed in conjunction with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall take precedence over those contained herein and, in particular, if any act of the Grantor is expressly permitted under the Loan Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Loan Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by the Agent and the Lenders in accordance with the term of the Loan Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

**FISHERY PRODUCTS INTERNATIONAL
LIMITED**

Per: B. E. Beckett
Name: B. E. BECKETT
Title: CHIEF FINANCIAL OFFICER

**CIT BUSINESS CREDIT CANADA INC.,
as Agent**

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

**FISHERY PRODUCTS INTERNATIONAL
LIMITED**

Per: _____
Name:
Title:

**CIT BUSINESS CREDIT CANADA INC.,
as Agent**

Per: _____
Name: **Dennis McCluskey**
Title: **President & CEO**

Per: _____
Name: **Robert S. Kizell**
Title: **Vice President**

TRADEMARK

REEL: 003315 FRAME: 0365


SCHEDULE "A"

1. CANADIAN TRADEMARK APPLICATIONS AND REGISTRATIONS OF FISHERY PRODUCTS INTERNATIONAL LIMITED


TRADEMARK	Registration #	APPLICATION / SERIAL or FILE #	EXPIRY / RENEWAL DATE (Y/M/D)
A SIMPLER WAY TO GROW YOUR SEAFOOD BUSINESS	565,920	1,072,745	2017 08 16
ALL NATURAL SIMPLE SERV COD FILLETS	TMA437,215	695,560	2009 12 23
ARCTIC FRESH	TMA346,034	590,014	2018 10 07
BLAZIN' BUFFALO	452,262	776,139	2010 12 22
BONAVENTURE	TMA206326	373853	2005 04 04
CARIBOU	115,435	250,073	2019 09 25
CARIBOU & DESIGN	138,274	282,120	2009 11 27
CARIBOU BRAND PRODUCTS & DESIGN	115,434	250,072	2019 09 25
CATCH O' THE DAY	338,855	573,101	2018 04 08
CATCH O' THE DAY & DESIGN	338,856	573,190	2018 04 08
CATCH OF THE DAY	291,173	452,141	2014 05 25
CLOUSTON & Design	515,354	854,141	2014 08 25
CLOUSTON BRAND	311,586	531,809	2016 02 21
CONCORDE	TMA237,157	422,150	2009 11 16
COSTA RICAN QUEEN	TMA278,292	486,021	2013 03 31
CREVETTES DES GLACIERS	531,160	1,005,503	2015 08 15
DES BOUCHEES MARINES ... sea nuggets	TMA357,470	567,706	2019 06 23
FISH BAKE	490,912	766,763	2013 03 04
FISH 'N' CHIP CUT	470,717	775,383	2012 02 11
FISHERY PRODUCTS INTERNATIONAL	1,078,532	1,078,532	Pending renewal
FISHMATES	751,317	751,317	Abandoned Application
FP	337,678	577,148	2018 03 04
FP & DESIGN	242,383	422,121	2010 04 03
FPI	337,677	577,147	2018 04 18
FPI & DESIGN ... Canada	337,679	577,149	2018 04 18
FPI ICE SHRIMP & DESIGN ... Canada	518,442	871,847	2014 10 21
FPI PETITE SOLE	539,224	889,401	2016 01 08
FPI SEAFOD STARTERS	463,451	782,263	2011 09 13
FRIDIDSEA	149,398	296,611	2012 02 17
FRIGIDSEA & DESIGN	243,814	425,021	2010 04 25
FRIGIDSEA & DESIGN(Extension of Wares)	TMA243,814	425,021-1	Pending Application
HAUTE CUISINE & DESIGN	TMA267,907	461,737	2012 04 02
HAUTE CUISINE DESIGN	459,682	757,825	2011 06 21
HOMESTYLE BATTERDIPT	422,910	692,196	2009 02 04
ICE SHRIMP FPI & DESIGN ... Canada	523,435	884,404	2015 02 21
ICEBERG ... Canada	516,604	872,593	2014 09 21
IMPERIAL	TMDA16401	73926	2006 11 04
KENTUCKY-STYLE TILAPIA	455,836	752,752	2011 03 22

TRADEMARK	Registration #	APPLICATION / SERIAL or FILE #	EXPIRY / RENEWAL DATE (Y/M/D)
LES TRESORS DE LA MER (Sea Treasures)	TMA422,486	668,114	2009 01 28
MARIPAC ... Canada	UCA024898	192,391	2006 09 13
MARITIMER	393,358	676,839	2007 01 24
MINI PERCH	531,311	1,004,293	2015 08 16
NEWFOUNDLAND IMPERIAL COD	366,119	604026	2005 03 02
NEWFOUNDLAND REGAL COD	379,067	604,027	2006 02 01
OCEAN CUISINE INTERNATIONAL	Pending	1,229,867	Pending Application
OCEAN CUISINE INTERNATIONAL	Pending	1,230,911	Pending Application
OCEAN CUISINE INTERNATIONAL & DESIGN (1)	Pending	1,229,863	Pending Application
OCEAN CUISINE INTERNATIONAL & DESIGN (1)	Pending	1,230,913	Pending Application
OCEAN CUISINE INTERNATIONAL & DESIGN (2)	Pending	1,229,862	Pending Application
OCEAN CUISINE INTERNATIONAL & DESIGN (2)	Pending	1,230,916	Pending Application
PRISE DU JOUR	338,863	576,148	2018 04 08
PRISE DU JOUR & Design	TMA637,888	1,218,166	Pending renewal
ROYAL SEA	TMA354,792	596,760	2019 04 21
SALMON CROWNS & DESIGN	489,844	835,319	2013 02 12
SALMON ELITES ... Canada		1,142,972	Pending Application
SAUCY SEAFOOD	523,569	883,468	2015 02 22
SEA CUISINE & DESIGN	530,422	870,979	2015 07 24
SEA NATURAL & Design	TMA359,237	597,371	2019 08 04
SEA NUGGETS	398,598	558,332	2007 05 29
SEA TREASURES	398,261	668,112	2007 05 15
SEA WONDERS ... Canada	414,628	700,266	2008 07 16
SEAFOOD ELITES	TMA350,708	604,069	2019 02 03
SHORE GRILLED	TMA366,057	578,652	2020 03 02
Shrimp Heart Design	1,251,546	1,251,546	Pending Application
SHRIMP SCAMPI/CREVETTS SCAMPI ... Canada	476,628	733,913	2012 05 22
SHRIMP TREASURES	TMA205,681	375,347	2020 03 07
SIMPLE SERV	490,716	842,417	2013 03 02
SIMPLE SERVE	491,113	735,336	2013 03 10
SNOW BIRD	UCA43223	216,967	2012 10 21
SOLE ELITES	443,587	727,853	2010 06 09
SOLE FINGERS	TMA613,649	1,002,957	Pending Application
TOPDECK STUFFINGS	490,935	835,321	2013 03 05
TREASURE ISLE & DESIGN	284,348	398,854	2013 10 21
VOTRE PARTENAIRE DANS LA REUSSITE	1,185,150	Pending	Pending Application
WE CATCH CUSTOMERS FOR YOU	TMA612103	1,174,039	2019 06 04
WE'RE THERE	527,049	1,002,205	2015 04 26
YOUR SEAFOOD SPECIALISTS	546,795	1,002,204	2016 06 19

2. EUROPEAN COMMUNITY TRADEMARK APPLICATIONS AND REGISTRATIONS OF FISHERY PRODUCTS INTERNATIONAL LIMITED


TRADEMARK	Registration #	APPLICATION / SERIAL or FILE #	EXPIRY / RENEWAL DATE (Y/M/D)
BRINER'S CHOICE FPI COOKED & PEELED SHRIMP and design  FPI	1661982 1,757,152	1757152	2010 05 10 2010 07 05

3. TAIWAN TRADEMARK APPLICATIONS AND REGISTRATIONS OF FISHERY PRODUCTS INTERNATIONAL LIMITED

TRADEMARK	Registration #	APPLICATION / SERIAL or FILE #	EXPIRY / RENEWAL DATE (Y/M/D)
FPI and design 	923367	88-026602	2010 12 31

4. U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS OF FISHERY PRODUCTS INTERNATIONAL LIMITED

TRADEMARK	Registration #	APPLICATION / SERIAL or FILE #	EXPIRY / RENEWAL DATE (Y/M/D)
AQUARIUS	1,479,801		2008 03 08
Bake 'R Broil	1,217,128		2012 11 16
BATTERCRISP	1,724,023		2012 10 13
BATTERCRISP	843,768		2008 02 06
BLAZIN' BLUFFALO SHRIMP	2,016,319	74/620,005	2006 11 12
BLAZIN' REDFISH	1,687,266		2012 05 12
BOSTON BATTER	1,986,387		2006 07 09
BREADED NATURALS	78/538,929	78/538,929	Pending Application
C Logo	1,701,963		2012 07 21
CAMPECHE CARMEN	2,279,969		2005 09 21
CAPTAIN LONGBOAT ... USA	1,452,347	73/597,029	2007 08 11
CARIBOU	564,574	71/581,285	2012 09 30
CATCH OF THE DAY	1,245,917	73/234,218	2013 07 19
Catch of the Day & Design	1,959,672	74/531,158	2006 03 05
CLOUSTON	1,697,808		2012 06 30
COASTAL CLASSICS	78/441,199	78/441,199	Pending Application
COUNTRY CORNMEAL	2,270,859	75/556,608	2009 08 17
FISHERY PRODUCTS INTERNATIONAL	1,566,630		2009 11 14
FISHERY PRODUCTS INTERNATIONAL	2,242,331	75/066,959	Pending renewal
FPI & des	1,486,275	73/674,789	2008 04 26
FPI Clouston Combined Logo	2,383,613		2006 09 05
FPI ICE SHRIMP	2,265,761	75/463,461	2009 07 27
FPI OPENERS	78/414,924	78/414,924	Pending Application
FPI SALMON CROWNS	2,077,929	74/680,182	2007 07 08
FPI SNOW PEARL	2,095,689	74/706,929	2007 09 09
FROM THE ICY COLD WATERS OF NEWFOUNDLAND	2,358,781	74/462,649	2006 06 13
FUN FISH	1,580,301	73/804,931	2010 01 30
GOLDEN SHRIMP DOUBLOONS (stylized)	2,064,775	75/069,095	2007 05 27
GOURMET SEAFOOD MADE EASY	2,446,968		2007 04 24
GRAND BANKS	2,722,884		2009 06 03
HEALTHYBAKE	1,918,187	74/558,073	2012 09 05
I.Q.F.	692,915		2010 02 09
MANDARIN	2,637,783		2008 10 15
MARIPAC	1,056,196	73/087,592	2007 01 11
MARITIMER	976,458	72/456,750	2014 01 08
MIRABEL	1,121,090	73/101,769	2009 06 26
OCEAN MAID	78/432,386	78/432,386	Pending Application

TRADEMARK	Registration #	APPLICATION / SERIAL or FILE #	EXPIRY / RENEWAL DATE (Y/M/D)
OCEAN MAID and design 	1,004,556	72/394,712	Pending renewal
OVENCRUNCH	1,557,039		2009 09 19
OVENCRUNCH	2,198,669	75/410,456	2008 10 20
RACK O' SHRIMP	78/244,340	78/244,340	Pending Application
RIK SHA	1,395,953		2006 06 03
SALMON ELITES	78/275,356	78/275,356	Pending Application
SCRIBBLES	2,148,360	75/193,019	2008 03 31
SEA CUISINE Logo	2,432,184		2007 02 27
SEAFOOD ELITES	1,422,097	73/556,503	2006 12 23
SEA NUGGETS	1,348,343	73/512,914	2005 07 09
SEA PORTIONS	78/538,933	78/538,933	Pending Application
SEA STRIPS	1,554,896	73/735,621	2009 09 05
SEA WONDERS	1,719,556	74/180,661	2012 09 22
SHORE GRILLED	1,501,490		2008 08 23
Shrimp Heart Design	78/588,600	78/588,600	Pending Application
SHRIMP-MATES	1,050,186	73/063,673	2006 10 12
SIMPLE SERV	1,831,475	74/408,951	2014 04 19
SIMPLE SERV COD FILLETS	1,649,611	74/077,422	2011 07 02
TIKI ISLAND SHRIMP	78/430,035	78/430,035	Pending Application
TREASURE ISLE & DESIGN	1,395,956		2006 06 03
UpperCrust	78/338,379	78/338,379	Pending Application
WE CATCH CUSTOMERS FOR YOU	2,863,697		2010 07 13