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
Bumble Bee Foods, LLC		04/28/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1455 Market St., 5th Floor
Internal Address:	CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	714454	AMERICAN ORIGINAL
Registration Number:	532764	AUSTEX
Registration Number:	931904	AUSTEX
Registration Number:	275915	AUSTEX
Registration Number:	581074	
Registration Number:	3096026	BLACK ROCK CATTLE COMPANY
Registration Number:	3019074	BRING HOME THE BEEF
Registration Number:	2965924	BRING HOME THE WEST
Registration Number:	2896903	BUMBLE BEE
Registration Number:	1010513	BUMBLE BEE
Registration Number:	2924759	
Registration Number:	3110474	BUMBLE BEE
Registration Number:	2259567	BUNKER HILL

CH $1540.00 714454

Registration Number:	825879	CASTLEBERRY'S
Registration Number:	2041739	CASTLEBERRY'S
Registration Number:	1576676	
Registration Number:	2280137	CATTLE DRIVE
Registration Number:	557331	CORAL
Registration Number:	2810381	DE JEAN'S
Registration Number:	961638	DOXSEE
Registration Number:	691781	
Registration Number:	717277	FIGARO
Registration Number:	2847741	FROM THE KITCHENS OF SWEET SUE
Registration Number:	1162943	GULF BELLE
Registration Number:	686427	GULF BELLE
Registration Number:	592601	HILTON'S
Registration Number:	1329866	HILTON'S
Registration Number:	1000317	HOPE FARM
Registration Number:	538007	MARVELOUS
Registration Number:	2096882	MORTON HOUSE
Registration Number:	619555	MORTON HOUSE
Registration Number:	2143007	MR. CLAM'S
Registration Number:	2348136	MR. CLEM'S
Registration Number:	1629296	OCEAN'S HARVEST
Registration Number:	2262099	ORLEANS
Registration Number:	667858	ORLEANS
Registration Number:	2616921	PENNANT
Registration Number:	1895207	PICNIC
Registration Number:	1107445	POSS'
Registration Number:	2338271	PRAIRIE BELT
Registration Number:	2357185	PRAIRIE BELT
Registration Number:	2835584	PRIME FILLET
Registration Number:	3019080	READY GRAVY
Registration Number:	1553895	ROYAL REEF
Registration Number:	740724	SNOW'S
Registration Number:	2502482	SNOW'S
Registration Number:	1528450	SNOW'S
Registration Number:	1146250	SNOW'S

Registration Number:	1532202	SNOW'S
Registration Number:	2502490	SNOW'S: THE CHOWDER PEOPLE
Registration Number:	1033998	SWEET SUE
Registration Number:	2338247	SWEET SUE
Registration Number:	2856581	TOUCH OF LEMON
Registration Number:	555078	TUXEDO
Serial Number:	78524829	BUMBLE BEE
Serial Number:	78694796	BUMBLE BEE SENSATIONS
Serial Number:	76575133	CATTLE DRIVE GOLD
Serial Number:	78893518	PRIME FILLET
Serial Number:	78860421	SAVOY
Serial Number:	78838746	SWEET SUE
Serial Number:	76555878	TRIPLE BAR RANCH

CORRESPONDENCE DATA

Fax Number: (213)443-2926

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 48th Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0BN1-124620
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	01/16/2007

Total Attachments: 21

source=bumble bee PTSA#page1.tif
source=bumble bee PTSA#page2.tif
source=bumble bee PTSA#page3.tif
source=bumble bee PTSA#page4.tif
source=bumble bee PTSA#page5.tif
source=bumble bee PTSA#page6.tif
source=bumble bee PTSA#page7.tif
source=bumble bee PTSA#page8.tif
source=bumble bee PTSA#page9.tif
source=bumble bee PTSA#page10.tif
source=bumble bee PTSA#page11.tif

source=bumble bee PTSA#page12.tif
source=bumble bee PTSA#page13.tif
source=bumble bee PTSA#page14.tif
source=bumble bee PTSA#page15.tif
source=bumble bee PTSA#page16.tif
source=bumble bee PTSA#page17.tif
source=bumble bee PTSA#page18.tif
source=bumble bee PTSA#page19.tif
source=bumble bee PTSA#page20.tif
source=bumble bee PTSA#page21.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 28, 2006, is entered into by BUMBLE BEE FOODS, LLC, a Delaware limited liability company ("Bumble Bee"), BB ACQUISITION (PR), L.P., a Delaware limited partnership ("Bumble Bee PR"), STINSON SEAFOOD (2001), INC., a Delaware corporation ("Stinson"), CASTLEBERRY/SNOW'S BRANDS, INC., a Delaware corporation ("Snow's Brands"), CASTLEBERRY'S FOOD COMPANY, a Georgia corporation ("Castleberry's"), and SNOW'S/DOXSEE, INC., a Delaware corporation ("Snow's/Doxsee" and, collectively with Borrower, Bumble Bee PR, Stinson, Snow's Brands, and Castleberry's, the "Debtors") in favor of BANK OF AMERICA, N.A., as Administrative Agent under the Credit Agreement referred to below ("Administrative Agent"), and their successors and assigns, with reference to the following facts:

RECITALS

A. Pursuant to the Credit Agreement of even date herewith by and among Bumble Bee and Clover Leaf Seafoods, L.P., an Ontario limited partnership ("Clover Leaf" and collectively with Bumble Bee, the "Borrowers"), the Lenders from time to time party thereto, and Administrative Agent (as the same may from time to time be amended, extended, renewed, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to extend certain credit facilities to the Borrowers.

B. Pursuant to the Continuing Guarantee of even date herewith (as originally executed or as it may from time to time be supplemented, modified, amended, restated or extended, the "Subsidiary Guaranty"), made by Bumble Bee PR, Stinson, Snow's Brands, Castleberry's, and Snow's/Doxsee (collectively, "Guarantors"), Guarantors have guaranteed, among other obligations, the obligations of the Borrowers under the Credit Agreement and the other Loan Documents.

C. Pursuant to the Continuing Guarantee of even date herewith, made by Bumble Bee (as originally executed or as it may from time to time be supplemented, modified, amended, restated or extended, the "Bumble Bee Guaranty"), Bumble Bee has guaranteed, among other obligations, the obligations of Clover Leaf under the Credit Agreement and the other Loan Documents.

D. The Credit Agreement provides, as a condition to the availability of such credit facilities, that Debtors 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 the Borrowers, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

TRADEMARK
REEL: 003461 FRAME: 0637

1. DEFINITIONS

Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the meanings given those terms in the Credit Agreement as though set forth herein in full. The following terms shall have the meanings respectively set forth after each:

"Event of Default" has the meaning ascribed to such term in the Credit Agreement.

"Secured Obligations" means (a) with respect to Bumble Bee, any and all present and future obligations of any type or nature of Bumble Bee to Secured Party, the Lenders (including the Swing Line Lender), the L/C Issuers, any Cash Management Bank party to a Secured Cash Management Agreement and any Hedge Bank party to a Secured Hedge Agreement, and each of them, and any one or more of them arising under or relating to (i) the Credit Agreement, (ii) the Bumble Bee Guaranty, (iii) this Agreement and (iv) any other Loan Document and (b) with respect Guarantors, any and all present and future obligations of any type or nature of each Guarantor to Secured Party, the Lenders (including the Swing Line Lender), the L/C Issuers, any Cash Management Bank party to a Secured Cash Management Agreement and any Hedge Bank party to a Secured Hedge Agreement, and each of them, and any one or more of them arising under or relating to such Guarantor's obligations under (i) the Subsidiary Guaranty, (ii) this Agreement and (iii) any other Loan Document, with respect to clauses (a) and (b) above, all whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any proceeding under any Debtor Relief Laws by or against either Borrower or any other Loan Party.

"Secured Party" means Administrative Agent (for itself and in its capacity as Administrative Agent for the Lenders (including the Swing Line Lender), the L/C Issuers, any Cash Management Bank party to a Secured Cash Management Agreement and any Hedge Bank party to a Secured Hedge Agreement).

2. SECURITY INTEREST

Each Debtor hereby grants to Secured Party a security interest in all of such Debtor's now existing or hereafter acquired right, title, and interest in and to:

A. All of such Debtor's trademarks, trade names, trade dress and service marks; all prints and labels on which such trademarks, 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 United States Patent and Trademark 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 trademarks, terms, designs and applications described in Schedule A hereto (collectively, the "Trademarks");

TRADEMARK
REEL: 003461 FRAME: 0638

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

C. All of such Debtor's now existing or hereafter acquired right, title and interest in and to: all of such Debtor's interests in any patents, whether foreign or domestic; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark 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, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "Patents"); and

D. Any and all proceeds of any of the foregoing, including, without limitation, any claims by such Debtor against third parties for infringement of the Trademarks, Patents or of any licenses with respect thereto (all of the foregoing in clauses (A) through (D) are collectively referred to herein as the "Collateral").

3. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt payment, in full, and full performance of, all Secured Obligations.

4. WARRANTIES AND COVENANTS

Each Debtor 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) and any such representations and warranties being made as of the date hereof and as of the dates required under the Credit Agreement as if each of the parties hereto was a party thereto):

A. Except as disclosed in the Credit Agreement, all of that portion of the existing Collateral owned by such Debtor is valid and subsisting in full force and effect to such Debtor's knowledge, and such Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Such Debtor will, at such Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of that portion of the Collateral owned by such Debtor as valid, subsisting and registered trademarks and patents, 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, as of the date hereof, are specifically described in Schedule C hereto and Liens which are permitted by Section 7.01 of the Credit Agreement.

B. Except as otherwise permitted by the Credit Agreement, such Debtor 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 such Debtor, except to Secured Party, or otherwise dispose of

TRADEMARK
REEL: 003461 FRAME: 0639

any of that portion of the Collateral owned by such Debtor without the prior written consent of Secured Party.

C. Such Debtor hereby authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Such Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Administrative Agent 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.

E. Administrative Agent may, to the extent permitted by the Credit Agreement, pay any amount or do any act which such Debtor fails to pay or do as required hereunder or as requested by Administrative Agent 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. Such Debtor will be liable to Secured Party for any such payment, and such payment shall be payable on demand together with interest at the rate set forth in the Loan Documents, and shall be part of the applicable Secured Obligations; provided, that the Debtors shall not be responsible for such expenses to the extent incurred because of the gross negligence or willful misconduct of Secured Party or any of their respective representatives.

F. As of the date hereof, such Debtor does not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, Canada or in any other country other than those described in Schedules A and B annexed hereto.

G. Such Debtor shall notify Administrative Agent in writing of the filing by such Debtor of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States of America or any state therein within thirty (30) days of such filing. Upon request of Administrative Agent, such Debtor shall execute and deliver to Administrative Agent any and all amendments to this Agreement as may be requested by Administrative Agent to evidence the security interests of Secured Party in such Trademark or Patent.

H. Such Debtor (1) has not abandoned any of the Trademarks or Patents and such Debtor will not do any act, nor omit to do any act, whereby the Trademarks or Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable, and (2) shall notify Administrative Agent promptly if such Debtor knows or has reason to know of any reason why any application, registration or recording may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable, except in the cases of clauses

TRADEMARK
REEL: 003461 FRAME: 0640

(1) and (2) where such abandonment, cancellation, invalidation, unenforceability, or avoidance would not reasonably be expected to have a Material Adverse Effect.

I. Such Debtor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court or any similar office or agency in the United States of America or any state therein or any other country as are reasonably necessary to maintain such application and registration of the Trademarks or Patents owned by such Debtor and material to its business, in such Debtor's reasonable judgment, as such Debtor'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. Such Debtor will promptly notify Administrative Agent if such Debtor learns of any use by any person of any term or design likely to cause confusion with any Trademark that is material to its business or of any use by any person of any product that infringes upon any Trademark or Patent that is material to its business. If requested by Administrative Agent, such Debtor, at such Debtor'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 Trademarks or Patents.

K. Such Debtor hereby grants to Administrative Agent the right to visit such Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Credit Agreement.

5. RIGHTS AND REMEDIES

Upon the occurrence and during the continuation 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, Debtors, except as such notice or consent is expressly provided for hereunder.

A. Secured Party may make use of any Trademarks or Patents for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtors or any subsidiary of Debtors.

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 the United States of America, its territories and possessions, and all 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 Debtors with ten (10) days prior written notice of any

TRADEMARK
REEL: 003461 FRAME: 0641

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, Debtors 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 Debtors, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Each Debtor 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 attorneys' 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 Credit Agreement. Debtors shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtors will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Credit 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, Debtors shall supply to Secured Party or Secured Party's designee Debtors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtors' customer lists and other records relating to the Trademarks 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.

6. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtors 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 Secured Party, their

TRADEMARK
REEL: 003461 FRAME: 0642

agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtors, 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 Credit Agreement. Each Debtor hereby irrevocably appoints the other Debtors as its agent for the purpose of receiving notices hereunder and agrees that such Debtor shall be deemed to have conclusively received any such notice when received by any other Debtor.

C. In the event that any term or provision of this Agreement conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit 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 permitted in accordance with the Credit Agreement. 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. Governing Law; Jurisdiction; Etc.

(1) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

(2) SUBMISSION TO JURISDICTION. EACH DEBTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES

TRADEMARK
REEL: 003461 FRAME: 0643

HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY DEBTOR OR THEIR PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(3) WAIVER OF VENUE. EACH DEBTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 20.2 ABOVE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(4) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

G. WAIVER OF JURY TRIAL. EACH DEBTOR AND SECURED PARTY HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH DEBTOR AND SECURED PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

H. Termination/Release of Collateral.

TRADEMARK
REEL: 003461 FRAME: 0644

(1) When all Secured Obligations (other than contingent indemnity and expense reimbursement obligations for which no claim has been made) shall have been paid in full and the commitments of the Lenders under the Credit Agreement shall have expired or been terminated, the Liens created under this Agreement shall terminate, and the Secured Party shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the respective Debtor or any other person legally entitled thereto, and to be released and cancelled all licenses and rights referred to herein. Subject to the terms of the Credit Agreement, Secured Party shall also deliver to the respective Debtor promptly upon such termination but in any case not later than 10 days following a request therefore from the applicable Debtor such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the respective Debtor to effect the termination and release of the security interests in the Collateral.

(2) Upon any disposition of property constituting Collateral that is permitted under the Credit Agreement, upon the request of the Debtors, Secured Party shall execute and deliver to the respective Debtor such Uniform Commercial Code partial releases and such other documentation as shall be reasonably requested by the Debtor to effect the termination and release of the Liens on such Collateral.

[signature page follows]

TRADEMARK
REEL: 003461 FRAME: 0645

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

DEBTORS:

BUMBLE BEE FOODS, LLC,
a Delaware limited liability company

By: _____
Name: Kent McNeil
Title: Executive Vice President and
Chief Financial Officer

BB ACQUISITION (PR), L.P.
a Delaware limited partnership

By: Bumble Bee International (PR), Inc.,
Its: General Partner

By: _____
Name: Kent McNeil
Title: Executive Vice President and
Chief Financial Officer

STINSON SEAFOOD (2001), INC.,
a Delaware corporation

By: _____
Name: Kent McNeil
Title: Executive Vice President and
Chief Financial Officer

CASTLEBERRY/SNOW'S BRANDS, INC.,
a Delaware corporation

By: _____
Name: Kent McNeil
Title: Executive Vice President and
Chief Financial Officer

CASTLEBERRY'S FOOD COMPANY,
a Georgia corporation

By: _____
Name: Kent McNeil
Title: Executive Vice President and
Chief Financial Officer

SNOW'S/DOXSEE, INC.,
a Delaware corporation

By: _____
Name: Kent McNeil
Title: Executive Vice President and
Chief Financial Officer

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Anthea Del Bianco
Name: Anthea Del Bianco
Title: Vice President

SCHEDULE A
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks

Bumble Bee Foods, LLC

Country	Mark	App./Reg.#
Argentina	BUMBLE BEE	1491357
Aruba	BUMBLE BEE and Two Bee Design	15752
Aruba	FIGARO	17711
Australia	BUMBLE BEE	A191862
Australia	FIGARO	A195451
Australia	FIGARO	A204603
Austria	BUMBLE BEE	146563
Bahrain	PICNIC	16334
Barbados	BUMBLE BEE	81/12770
Belize	PICNIC	46/TM/2001
Belize	PRAIRIE BELT	1271.02
Benelux	BUMBLE BEE	460108
Benelux	FIGARO	513318
Benelux	FIGARO	460107
Benelux	SNOW'S and Design	310807
Bermuda	BUMBLE BEE and Two Bee Design	21805
Bermuda	FIGARO	21801
Bolivia	BUMBLE BEE	60849
Bolivia	FIGARO	60847
Brazil	BUMBLE BEE	817425713
Brazil	BUMBLE BEE and One Bee Design	6994261
Brazil	DELMONICO	7053150
Brazil	FIGARO	817425730
Brazil	PRAIRIE BELT	819927414
Canada	Bee Design	TMA 140375
Canada	BUMBLE BEE	TMA 130895
Canada	DOXSEE	489806
Canada	SAVOY	448489
Canada	SNOW'S and Ship Design	461185
Chile	BUMBLE BEE	415478
Chile	FIGARO	711741
China	BUMBLE BEE	279565
China	SWEET SUE	746287
Colombia	BUMBLE BEE	152582
Colombia	BUMBLE BEE (Design)	120739

TRADEMARK
REEL: 003461 FRAME: 0649

Country	Mark	App./Reg.#
Colombia	CLOVER LEAF	271349
Colombia	FIGARO	185770
Colombia	TUXEDO	152586
Costa Rica	BUMBLE BEE	85435
Costa Rica	BUMBLE BEE and Two Bee Design	85432
Costa Rica	FIGARO	85431
Costa Rica	TUXEDO	85436
Denmark	BUMBLE BEE	3104/1987
Dominican Republic	BUMBLE BEE	58838
Dominican Republic	FIGARO	58835
Dominican Republic	TUXEDO	58837
Ecuador	BUMBLE BEE	1408/94
Ecuador	BUMBLE BEE and One Bee Design	589/90
Ecuador	FIGARO	402/79
Egypt	BUMBLE BEE	67319
Egypt	BUMBLE BEE and One Bee Design	74693
Egypt	HODGE'S	80861
Egypt	PENNANT	80864
Egypt	PICNIC	80859
Egypt	PRAIRIE BELT	80856
Egypt	SWEET SUE	80860
El Salvador	BUMBLE BEE	216
European Union	BUMBLE BEE	2355667
European Union	SNOW'S	809574
European Union	SNOW'S and Design	838433
Fiji	PARAMOUNT	151/2001
Finland	BUMBLE BEE	67834
Finland	FIGARO	71050
France	BUMBLE BEE	1239913
France	BUMBLE BEE	1239914
Germany	BUMBLE BEE	645343
Germany	BUMBLE BEE	921040
Germany	FIGARO	921041
Germany	FIGARO	2903658
Greece	BUMBLE BEE	51306
Guatemala	BUMBLE BEE	104572
Guatemala	SWEET SUE	81622
Honduras	BUMBLE BEE	62221
Honduras	BUMBLE BEE QUICK HEADLESS FROZEN SHRIMP and Design (Class 29)	26602

TRADEMARK
REEL: 003461 FRAME: 0650

Country	Mark	App./Reg.#
Honduras	BUMBLE BEE QUICK HEADLESS FROZEN SHRIMP and Design (Class 30)	26602
Hungary	BUMBLE BEE and One Bee Design	134594
Ireland	BUMBLE BEE	82406
Ireland	FIGARO	83531
Ireland	FIGARO	161195
Israel	BUMBLE BEE and One Bee Design	72835
Italy	BUMBLE BEE	674880
Italy	FIGARO	674879
Italy	SNOW'S and Design	637790
Japan	Bee Design	1503600
Japan	BUMBLE BEE	2184519
Japan	FIGARO	3086864
Japan	PARAMOUNT	2368710
Japan	SWEET SUE	2656856
Korea, Republic of	PICNIC	303180
Kuwait	PICNIC	40230
Macedonia	BUMBLE BEE	1172
Macedonia	FIGARO	1171
Mexico	BUMBLE BEE	476121
Mexico	ORLEANS	695281
Mexico	PICNIC	490701
Netherlands Antilles	BUMBLE BEE and One Bee Design	6873
Nicaragua	BUMBLE BEE	25318
Nicaragua	BUMBLE BEE and Two Bee Design	27193
Nicaragua	FIGARO	25959
Nicaragua	TUXEDO	25967
Norway	BUMBLE BEE	90642
Panama	BUMBLE BEE	65041
Panama	PICNIC	71704
Panama	SWEET SUE	59935
Panama	TEMT	54513
Paraguay	BUMBLE BEE and One Bee Design	241861
Paraguay	FIGARO	166394
Paraguay	TUXEDO	166395
Peru	BUMBLE BEE	2421
Peru	BUMBLE BEE and One Bee Design	70124
Peru	FIGARO	2422
Peru	TUXEDO	1651

TRADEMARK
REEL: 003461 FRAME: 0651

Country	Mark	App./Reg.#
Philippines	BUMBLE BEE	4199496141
Poland	BUMBLE BEE and One Bee Design	75826
Portugal	BUMBLE BEE BRAND (Stylized)	183258
Puerto Rico	BUMBLE BEE and One Bee Design	21534
Puerto Rico	FIGARO	21539
Puerto Rico	PICNIC	31578
Qatar	PICNIC	10282
Russian Federation	BUMBLE BEE and One Bee Design	107121
Saudi Arabia	BUMBLE BEE	498/33
Saudi Arabia	PICNIC	254/57
Saudi Arabia	PRAIRIE BELT	254/58
Saudi Arabia	SAVOY	284/23
Saudi Arabia	SWEET SUE (Class 30)	257/95
Saudi Arabia	SWEET SUE (Class 29)	255/60
Serbia and Montenegro	BUMBLE BEE	21971
Serbia and Montenegro	FIGARO	23364
Slovenia	BUMBLE BEE	Z7380485
Slovenia	FIGARO	Z7380486
South Africa	BUMBLE BEE and One Bee Design	80/1395
South Korea	BUMBLE BEE	133338
South Korea	BUMBLE BEE and Single Bee Design	140231
Spain	BUMBLE BEE	721018
Spain	BUMBLE BEE and Two Bee Design	1917558
Surinam	BUMBLE BEE	17376
Surinam	BUMBLE BEE and One Bee Design	9774
Sweden	BUMBLE BEE	149739
Switzerland	BUMBLE BEE	P266635
Switzerland	FIGARO (Class 29)	P266636
Taiwan	SWEET SUE	639918
Thailand	BUMBLE BEE	TM41992
Thailand	FIGARO	TM25849
Trinidad & Tobago	PICNIC	20414
Trinidad & Tobago	PRAIRIE BELT	20192
Trinidad & Tobago	SAVOY	20195
Trinidad & Tobago	SWEET SUE	20193
Ukraine	BUMBLE BEE	UA 32990
United Arab Emirates	PICNIC	15966

TRADEMARK
REEL: 003461 FRAME: 0652

Country	Mark	App./Reg.#
United States - Tennessee	PRAIRIE BELT	TN016941
United States	AMERICAN ORIGINAL	714454
United States	AUSTEX (Class 29 & 46)	532764
United States	AUSTEX (Classes 29 & 30)	931904
United States	AUSTEX (Stylized)	275915
United States	Bee Design	581074
United States	Black Rock Cattle Company	3096026
United States	BRING HOME THE BEEF	3019074
United States	BRING HOME THE WEST	2965924
United States	BUMBLE BEE	2896903
United States	BUMBLE BEE and Single Bee Design	1010513
United States	Bumble Bee in Port Hole Design	2924759
United States	Bumble Bee	3110474
United States	BUNKER HILL	2259567
United States	CASTLEBERRY'S	825879
United States	CASTLEBERRY'S and Spoon Design	2041739
United States	Cat and Fiddle Design	1576676
United States	CATTLEDRIVE	2280137
United States	CORAL	557331
United States	DE JEAN'S	2810381
United States	DOXSEE	961638
United States	Drummer Boy Design	691781
United States	FIGARO	717277
United States	FROM THE KITCHENS OF SWEET SUE & DESIGN	2847741
United States	GULF BELLE	1162943
United States	GULF BELLE (Stylized)	686427
United States	HILTON'S and Design	592601
United States	HILTON'S and Design	1329866
United States	HOPE FARM	1000317
United States	MARVELOUS (Stylized)	538007
United States	MORTON HOUSE (Classes 29 & 30)	2096882
United States	MORTON HOUSE (Class 29)	619555
United States	MR. CLAM'S	2143007
United States	MR. CLEM'S	2348136
United States	OCEAN'S HARVEST	1629296
United States	ORLEANS	2262099
United States	ORLEANS (Stylized)	667858
United States	PENNANT	2616921
United States	PICNIC	1895207
United States	POSS' and Design	1107445
United States	PRAIRIE BELT	2338271

TRADEMARK
REEL: 003461 FRAME: 0653

Country	Mark	App./Reg.#
United States	PRAIRIE BELT & BOY DESIGN	2357185
United States	PRIME FILLET	2835584
United States	READY GRAVY	3019080
United States	RED BIRD (Common Law)	n/a
United States	ROYAL REEF	1553895
United States	SNOW'S (Class 46)	740724
United States	SNOW'S (Class 29)	2502482
United States	SNOW'S (Class 32)	1528450
United States	SNOW'S and Ship Design (Class 29)	1146250
United States	SNOW'S and Ship Design (Class 32)	1532202
United States	SNOW'S THE CHOWDER PEOPLE	2502490
United States	SWEET SUE	1033998
United States	SWEET SUE & GIRL DESIGN	2338247
United States	TOUCH OF LEMON	2856581
United States	TUXEDO (Stylized)	555078
Uruguay	BUMBLE BEE	324665
Uruguay	BUMBLE BEE and One Bee Design	354501
Uruguay	PICNIC	356598
Venezuela	BUMBLE BEE	112829
Yemen	PICNIC	5770

TRADEMARK
REEL: 003461 FRAME: 0654

Trademark Applications

Bumble Bee Foods, LLC

Country	Mark	App./Reg.#
Chile	BUMBLE BEE and One Bee Design	93721
Guyana	BUMBLE BEE	18289A
Jamaica	BUMBLE BEE	Pending
Jamaica	Bee Design	Pending
Saudi Arabia	Bee Design	44895
Trinidad & Tobago	BEE Design	App No. 35985
Trinidad & Tobago	BUMBLE BEE	App No. 35984
United States	BUMBLE BEE (Class 5)	78/524829
United States	BUMBLE BEE SENSATIONS	78/694796
United States	CATTLE DRIVE GOLD	76/575133
United States	PRIME FILLET	78/893518
United States	SAVOY	78/860421
United States	SWEET SUE	78/838746
United States	TRIPLE BAR RANCH	76/555878

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

Patent No.	Issue Date	Title	Country	Owner
4,148,112	4/10/1979	Hydraulic Evisceration of Mollusks	USA	The American Original Corporation
4,259,179	3/31/1981	Method and Apparatus for Separating Solids	USA	The American Original Corporation
4,279,934	7/21/1981	Method for Improving the Odor, Flavor and Color of Canned Ocean Clam Products	USA	The American Original Corporation
4,312,099	1/26/1982	Process for Shucking a Mollusk	USA	Borden, Inc.
4,375,264	3/1/1983	Method and Apparatus for Segregating and Separately Recovering Solids of Different Densities	USA	Doxsee Food Corp.
4,887,333	12/19/1989	Harvesting, Shucking and Eviscerating Clams at Sea	USA	Borden, Inc.
4,897,896	2/6/1990	Harvesting, Shucking and Eviscerating Clams at Sea (the Steamer)	USA	Borden, Inc.
4,901,401	2/20/1990	Harvesting, Shucking and Eviscerating Clams at Sea (the Crusher)	USA	Borden, Inc.
4,916,775	4/17/1990	Harvesting, Shucking and Eviscerating Clams at Sea	USA	Borden, Inc.
1,297,245	3/17/1992	Shucking Clams at Sea	Canada	Snow's/Doxsee, Inc.

TRADEMARK
REEL: 003461 FRAME: 0656

SCHEDULE C
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Permitted Licenses

1. Leiner Heath Products, LLC – License agreement for the use of the Bumble Bee brand logo and the chef character on the Leiner product Vitamins with Omega 3 fish oil.

2. Seafman Holdings, S.A. – License Agreement for the use of the Bumble Bee mark in various foreign jurisdictions. Letter of termination has been issued by Bumble Bee Foods, LLC, effectively terminating this license on October 8, 2006.

RECORDED: 01/16/2007

TRADEMARK
REEL: 003461 FRAME: 0657