

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wild Planet Foods, Inc.		09/02/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New Resource Bank		
<b>Street Address:</b>	405 Howard Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3634332	WILD PLANET	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(415)541-9366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-995-5037		
Email:	ipfilings@hansonbridgett.com		
Correspondent Name:	Susan G. O'Neill, Hanson Bridgett LLP		
Address Line 1:	425 Market Street, 26th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	28436.8 WILD PLANET		
NAME OF SUBMITTER:	Mary Dougherty		
Signature:	/Mary Dougherty/		
Date:	09/13/2010		

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**TRADEMARK  
 REEL: 004277 FRAME: 0439**

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, Wild Planet Foods, Inc., a Delaware corporation (herein referred to as the "**Grantor**") owns the Trademark Collateral (as defined below);

WHEREAS, the Grantor and New Resource Bank, a California corporation, are parties to a Credit Agreement dated as of September 2, 2010 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to a Security Agreement dated as of September 2, 2010 (as amended and/or supplemented from time to time, the "**Security Agreement**") between the Grantor, and New Resource Bank, as the **Secured Party referred to therein** (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Grantor has secured certain of its obligations (the "**Obligations**") by granting to the Grantee for the benefit of such Secured Party a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) **each Trademark (as defined in the Security Agreement)** owned by the Grantor, including, without limitation, each Trademark registration referred to in Schedule 1 to this Trademark Security Agreement, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee 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 are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2 day of September, 2010.

Wild Planet Foods, Inc.

By:

  
Name: Terry Hunt

Title: Chief Executive Officer

Acknowledged:

New Resource Bank  
as Grantee

By:

  
Name: Peter Pliska

Title: Senior Vice President

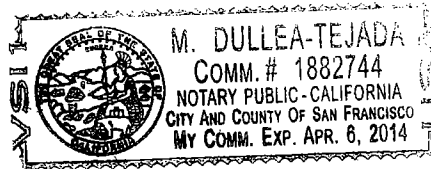
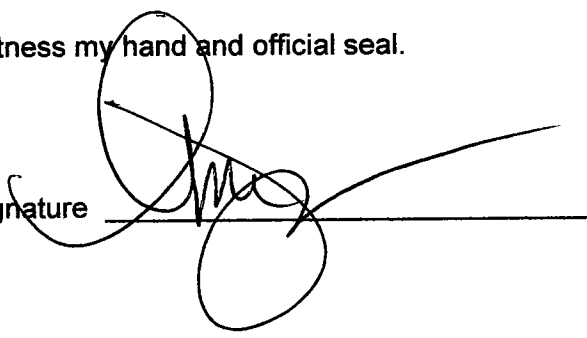
STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN FRANCISCO )

On 9/2/10, 2010 before me, M. Dullea-Tejada, Notary Public, personally appeared Terry Hunt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_



(seal)

**Schedule 1 to Trademark Security Agreement**

**Wild Planet Foods, Inc.**

**United States**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
WILD PLANET & DESIGN	3,634,332	June 9, 2009