

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|--|---|--------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CONNORS BROS. CLOVER LEAF SEAFOODS COMPANY | | 12/15/2010 | Unlimited Company: CANADA |
| CLOVER LEAF HOLDINGS COMPANY | | 12/15/2010 | Unlimited Company: CANADA |
| 6162410 CANADA LIMITED | | 12/15/2010 | CORPORATION: CANADA |
| K.C.R. FISHERIES LTD. | | 12/15/2010 | CORPORATION: CANADA |
| CLOVER LEAF SEAFOOD B.V. | | 12/15/2010 | LIMITED LIABILITY COMPANY: NETHERLANDS |
| RECEIVING PARTY DATA | | | |
| Name: | WELLS FARGO CAPITAL FINANCE, LLC, as Collateral Agent | | |
| Street Address: | 2450 Colorado Avenue, Suite 3000W | | |
| City: | Santa Monica | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90404 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1135224 | ACADIA | |
| Registration Number: | 0770058 | BEACH CLIFF | |
| Registration Number: | 2988026 | BIG TASTE IN A SMALL CAN | |
| Registration Number: | 1423060 | BRUNSWICK | |
| Registration Number: | 1758533 | BRUNSWICK | |
| Registration Number: | 2520386 | CLOVER LEAF | |
| Registration Number: | 1745942 | | |
| Registration Number: | 1791765 | | |
| Registration Number: | 2315015 | GENERAL | |

900180421

TRADEMARK
REEL: 004446 FRAME: 0688

CH \$290.00 1135224

| | | |
|----------------------|---------|-----------|
| Registration Number: | 1297861 | HOLMES |
| Registration Number: | 1538316 | MOOSEABEC |

CORRESPONDENCE DATA

Fax Number: (213)627-0705

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

Phone: (213) 683-5627

Email: nancychow@paulhastings.com

Correspondent Name: Nancy Chow

Address Line 1: Paul, Hastings, Janofsky & Walker LLP

Address Line 2: 515 S. Flower Street, 25th Floor

Address Line 4: LOS ANGELES, CALIFORNIA 90071

| | |
|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | BUMBLE BEE 76779.00007 |
| NAME OF SUBMITTER: | Nancy Chow |
| Signature: | /Nancy Chow/ |
| Date: | 01/04/2011 |

Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15 day of December, 2010, by and among Grantors listed on the signature pages hereof (collectively "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 15, 2010 ((the "Credit Agreement") by and among the banks, financial institutions and other investors from time to time party hereto (such banks, financial institutions and other investors, each individually as a "Lender" and collectively as the "Lenders"), WFCF, as United States administrative agent for the U.S. Lenders, as co-lead arranger, and as joint bookrunner, **WELLS FARGO FOOTHILL CANADA ULC**, an Alberta unlimited corporation, as Canadian administrative agent for the Canadian Lenders, Collateral Agent, **JPMORGAN CHASE BANK, N.A.**, as co-lead arranger, as joint bookrunner, and as syndication agent, **BARCLAYS CAPITAL**, the investment banking division of **BARCLAYS BANK PLC**, as joint bookrunner, **BARCLAYS BANK PLC**, as co-documentation agent, **U.S. BANK NATIONAL ASSOCIATION**, as co-documentation agent, **BUMBLE BEE FOODS S.À R.L.**, a *Luxembourg société à responsabilité limitée*, incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 13-15, avenue de la Liberté, L-1931 Luxembourg, registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés*) under number B 140.339, having a share capital of \$1,342,575.-, **CONNORS BROS. CLOVER LEAF SEAFOODS COMPANY**, a Nova Scotia unlimited company ("Canadian Borrower"), and **BUMBLE BEE FOODS, LLC**, a Delaware limited liability company ("U.S. Borrower"; together with Canadian Borrower, each individually, a "Borrower", and collectively, jointly and severally, "Borrowers"), certain Secured Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Canadian Security Agreement, dated as of December 15, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Security Agreement or, if not defined therein, in the Credit Agreement (including Schedule 1.1 thereto).

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (subject to Permitted Liens) (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the Trademarks and the exclusive Intellectual Property Licenses in respect of Trademarks to which it is a licensee including those referred to on Schedule I, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral").

3. CERTAIN LIMITED USE EXCLUSIONS. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any "intent-to-use" trademark application to the extent and for so long as the creation of a security interest therein would invalidate the applicable Grantor's right, title or interest therein.

4. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent or any Secured Party, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. Subject to the terms of the Security Agreement, Grantors hereby authorize Collateral Agent to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission also shall, if requested by another party hereto, deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, the rules of construction set forth in Section 1.4 of the Credit Agreement shall apply to this Trademark Security Agreement. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as

applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

9. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

(a) THE VALIDITY OF THIS TRADEMARK SECURITY INTEREST, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF NEW BRUNSWICK.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY INTEREST SHALL BE TRIED AND LITIGATED ONLY IN THE PROVINCE OF NEW BRUNSWICK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT COLLATERAL AGENT'S OPTION, ON BEHALF OF THE SECURED PARTIES, IN THE COURTS OF ANY JURISDICTION WHERE COLLATERAL AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND COLLATERAL AGENT, ON BEHALF OF THE SECURED PARTIES, WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND COLLATERAL AGENT, ON BEHALF OF THE SECURED PARTIES, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY INTEREST OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH GRANTOR AND COLLATERAL AGENT, ON BEHALF OF THE SECURED PARTIES, REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY INTEREST MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS IN THE PROVINCE OF NEW BRUNSWICK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY INTEREST, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH GRANTOR AND COLLATERAL AGENT, ON BEHALF OF THE SECURED PARTIES, 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 TRADEMARK SECURITY INTEREST SHALL AFFECT ANY RIGHT THAT COLLATERAL AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY INTEREST AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

10. INTERCREDITOR AGREEMENT.

(a) Anything herein to the contrary notwithstanding, the liens and security interests granted to Wells Fargo Capital Finance, LLC as Collateral Agent under the Credit Agreement, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Wells Fargo Capital Finance, LLC as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control and no right, power, or remedy granted to the Collateral Agent hereunder or under any other Loan Document shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in each case in contravention of the Intercreditor Agreement.

(b) Without limiting the generality of the foregoing clause (a), and notwithstanding anything herein to the contrary, all rights and remedies of the Collateral Agent (and the Secured Parties) shall be subject to the terms of the Intercreditor Agreement, and, with respect to the Notes Priority Collateral, any obligation of the Borrowers and other Grantors hereunder or under any other Loan Document with respect to the delivery or control of any Notes Priority Collateral, the provision of voting rights or the obtaining of any consent of any Person, in each case in connection with any Notes Priority Collateral shall be deemed to be satisfied if the Borrowers or such Grantors, as applicable, complies with the requirements of the similar provision of the applicable Senior Secured Notes Document. Until the Payoff Date, the delivery of any Notes Priority Collateral to the Collateral Agent pursuant to the Senior Secured Notes Documents shall satisfy any delivery requirement hereunder or under any other Loan Document.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

GRANTORS:

**CONNORS BROS. CLOVER LEAF
SEAFOODS COMPANY**, a Nova Scotia unlimited
company

By: 

Name: *Chris Lischewski*
Title: *President*

[SIGNATURE PAGE – CANADIAN TRADEMARK SECURITY AGREEMENT]

CLOVER LEAF HOLDINGS COMPANY, a Nova
Scotia unlimited company

By: 

Name:
Title:

Chris Lischewski
President

[SIGNATURE PAGE - CANADIAN TRADEMARK SECURITY AGREEMENT]

6162410 CANADA LIMITED, a corporation
incorporated under the federal laws of Canada



By: _____

Name: Chris Lischewski
Title: President


[SIGNATURE PAGE - CANADIAN TRADEMARK SECURITY AGREEMENT]

K.C.R. FISHERIES LTD., a corporation
incorporated under the laws of New Brunswick

By:


Name:

Title:


TONY HODDER
PRESIDENT

[SIGNATURE PAGE - CANADIAN TRADEMARK SECURITY AGREEMENT]

CLOVER LEAF SEAFOOD B.V., a private
company with limited liability, incorporated under
the laws of The Netherlands

By: 
Name: K. McNell
Title: Attorney-in-fact

[SIGNATURE PAGE - CANADIAN TRADEMARK SECURITY AGREEMENT]



WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company,
as Collateral Agent

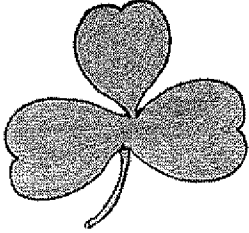



By: Peter Possemato
Name: Peter Possemato
Title: Vice President


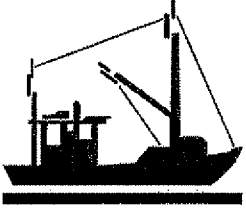
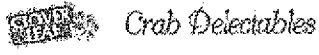
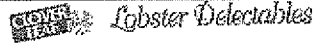

[SIGNATURE PAGE -- CANADIAN TRADEMARK SECURITY AGREEMENT]

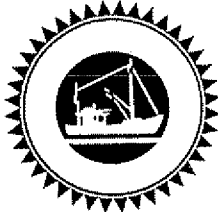




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT





Canadian Trademarks

| <u>Trademark</u> | <u>Registration No.</u> |
|--|--------------------------------|
| 1. 'THUNDERBIRD' | UCA039184 |
| 2. 'SURF' | UCA032539 |
| 3. ROSE MARIE | UCA012429 |
| 4. BLUE PACIFIC | UCA011564 |
| 5. LAGUNA | UCA011085 |
| 6. CLOVER LEAF | UCA010040 |
| 7. PET | UCA005772 |
| 8. PARAMOUNT | UCA004043 |
| 9. RED ROSE BRAND | UCA002125 |
|  <p>10. UNIVERSAL BRAND, RED SOCKEYE SALMON DESIGN.</p> | TMDA054669 |
|  <p>11. CLOVER LEAF & DESIGN</p> | TMDA051955 |

| Trademark | Registration No. |
|---|------------------|
|  CLOVER LEAF 12. CLOVER LEAF & CLOVER LEAF DESIGN | TMDA050882 |
| 13. CONNORS FAMOUS SEA FOOD | TMDA037532 |
| 14. CONNORS | TMDA037482 |
| 15. BANQUET BRAND | TMDA035670 |
|  16. JUTLAND & DESIGN | TMDA035603 |
|  17. PREMIUM CHOICE SOCKEYE SALMON AND LABEL DESIGN | TMDA029052 |
|  18. KILTIE BRAND AND SALMON DESIGN | TMDA021200 |
| 19. BRUNSWICK BRAND | TMDA012489 |

| Trademark | Registration No. |
|--|------------------|
|  <p>20. The words MAPLE LEAF BRAND & DESIGN</p> | TMDA005392 |
|  <p>Connors Bros. Income Fund</p> <p>21. CONNORS BROS. INCOME FUND & DESIGN</p> | TMA713962 |
|  <p>22. CLOVER LEAF CRAB DELECTABLES & DESIGN</p> | TMA685130 |
|  <p>23. CLOVER LEAF LOBSTER DELECTABLES & DESIGN</p> | TMA655091 |
| 24. BEACH CLIFF | TMA655023 |
| 25. ORLEANS | TMA528688 |
|  <p>26. PREMIUM & DESIGN</p> | TMA412283 |

| Trademark | Registration No. |
|---|------------------|
|  <p>27. SEAL BOAT & DESIGN</p> | TMA411293 |
|  <p>28. BOAT DESIGN</p> | TMA411271 |
|  <p>29. CLOVER LEAF GARNIT-TOUT & DESIGN</p> | TMA409510 |
|  <p>30. CLOVER LEAF TOPPERS & DESIGN</p> | TMA409206 |
| 31. BRUNSWICK | TMA408223 |
| 32. SURFSIDE | TMA361956 |
| 33. RICHELIEU | TMA361784 |
|  <p>34. THUNDERBIRD THE MARK OF QUALITY & DESIGN</p> | TMA361076 |

| Trademark | Registration No. |
|---|------------------|
| 35. FAIRHAVEN | TMA344329 |
|  36. CLOVER LEAF & DESIGN | TMA339931 |
| 37. MAPLE LEAF | TMA330834 |
| 38. NAVY | TMA324227 |
| 39. RED CLOVER | TMA298449 |
| 40. TUXEDO | TMA295633 |
| 41. GOLD ANCHOR | TMA253341 |
|  42. BRUNSWICK & DESIGN | TMA241315 |
| 43. JUTLAND | TMA216481 |
|  44. CB DESIGN | TMA201803 |
| 45. NUTRITION..'NATURELLEMENT' | TMA197420 |
| 46. NUTRITION...'NATURALLY' | TMA197419 |
|  47. CLOVER LEAF & DESIGN | TMA185996 |
| 48. FIGARO | TMA177977 |

| <u>Trademark</u> | <u>Registration No.</u> |
|---|-------------------------|
| 49. MINI-FILET | TMA176228 |
| <i>Robin Red</i> 50. ROBIN RED DESIGN | TMA166988 |
| 51. CLOVER LEAF INSPIRATIONS | TMA733393 |
| 52. CLOVER LEAF INSPIRATIONS & Design | TMA733394 |
| 53. PREMIUM FROZEN FISH & Design | TMDA046513 |

U.S. Trademarks

| <u>Owner</u> | <u>Reg. No.</u> | <u>Trademark</u> |
|--|-----------------|----------------------------|
| Connors Bros. Clover Leaf Seafoods Company | 1,135,224 | ACADIA |
| Connors Bros. Clover Leaf Seafoods Company | 770,058 | BEACH CLIFF |
| Connors Bros. Clover Leaf Seafoods Company | 2,988,026 | BIG TASTE IN A SMALL CAN * |
| Connors Bros. Clover Leaf Seafoods Company | 1,423,060 | BRUNSWICK |
| Connors Bros. Clover Leaf Seafoods Company | 1,758,533 | BRUNSWICK |
| Connors Bros. Clover Leaf Seafoods Company | 2,520,386 | CLOVER LEAF |
| Connors Bros. Clover Leaf Seafoods Company | 1,745,942 | Design (Boat Logo) |
| Connors Bros. Clover Leaf Seafoods Company | 1,791,765 | Design (BOAT/SEAL) |
| Connors Bros. Clover Leaf Seafoods Company | 2,315,015 | GENERAL * |
| Connors Bros. Clover Leaf Seafoods Company | 1,297,861 | HOLMES |
| Connors Bros. Clover Leaf Seafoods Company | 1,538,316 | MOOSEABEC * |