

Form PTO-1594
RECORDATION FORM COVER SHEET
(Trademarks Only)

U.S. Department of Commerce
Patents & Trademark Office

Attorney Docket No. **105752.00004**

Date: June 8, 2011

To the Commissioner of Trademarks:
Please record the attached original documents or copy thereof

1. Name of conveying party(ies)

Tri-Union Seafoods, LLC
Sorrento South Corporate Center
9330 Scranton Road, Suite 500
San Diego, CA 92121-3029

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

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

2. Name and address of receiving party(ies):

Name: **Bank of America, N.A.**
Street Address: **335 Madison Avenue**
City: **New York** State: **NY** Zip: **10017**

- Individual(s) citizenship _____
 Association citizenship: United States
 General Partnership
 Limited Partnership
 Corporation-State _____
 Corporation-Foreign _____
 Other _____

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 6, 2011

If assignee is not domiciled in the United States, a domestic representative designation is attached:
____ Yes ____ No Not Applicable
(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)

B. Trademark registration No.(s)

See Attached Appendix

Additional numbers attached? Yes ____ No

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

Name: **Squire, Sanders & Dempsey (US) LLP**
Street Address: **8000 Towers Crescent Drive, 14th Floor**
City: **Vienna** State: **VA** Zip: **22182**

6. Total number of applications and registrations involved:
37

7. Total fee (37 C.F.R. 3.41)..... **\$0**
 Any additional fees are authorized to be charged to deposit account
 Previously Paid by Deposit Account

8. Deposit account number:

50-2222

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alicia M. Choi

Name of Person Signing


Signature

June 9, 2011

Date

Total number of pages including cover sheet, attachments and document: **16**

700464825

REEL: 004558 FRAME: 0532

APPENDIX

TM App. #	Status	Owner
77833189	LIVE	Tri-Union Seafoods
77143078	LIVE	Tri-Union Seafoods
85110613	LIVE	Tri-Union Seafoods
77705019	LIVE	Tri-Union Seafoods
85125318	LIVE	Tri-Union Seafoods
85139282	LIVE	Tri-Union Seafoods

TM Reg. #	Status	Owner
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3626200	LIVE	Tri-Union Seafoods
3726288	LIVE	Tri-Union Seafoods
3929427	LIVE	Tri-Union Seafoods
2951372	LIVE	Tri-Union Seafoods

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Security Agreement"), dated as of June 6, 2011, is entered into TRI-UNION SEAFOODS, LLC, a California limited liability company (the "Borrower" or "Debtor") to and for the benefit of BANK OF AMERICA, N.A. as agent for the Lenders, as defined below (in its capacity as agent, the "Agent"), in light of the following:

A. Reference is made to that certain Third Amended and Restated Credit Agreement dated as of March 11, 2011 (as heretofore or hereafter amended, supplemented and otherwise modified, the "Credit Agreement"), among the Borrower, the Agent and Bank of America, N.A. ("B of A"), Israel Discount Bank of New York ("Israel Discount Bank"), Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch ("Rabobank") and Sumitomo Mitsui Banking Corporation ("Sumitomo"; Sumitomo, B of A, Israel Discount Bank and Rabobank each hereinafter referred to individually as a "Lender" and collectively the "Lenders").

C. As of the date hereof, the Lenders and the Borrower are executing that certain Amendment No. 1 to the Credit Agreement (the "Credit Agreement Amendment") to extend IP Additional Availability Component Loans as provided and defined therein, and as a condition to the obligation of the Lenders to executed the Credit Agreement Amendment and to extend such IP Additional Availability Component Loans, the Borrower must execute this Security Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. **Definitions and Construction.**

(a) **Definitions.** The following terms, as used in this Security Agreement, have the following meanings:

"Code" means the New York Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the marks, rights and interests which are capable of identifying the source or designating the origin of goods or services which are presently, or in the future may be, owned, created, or acquired by the Debtor, in whole or in part, and all rights with respect thereto throughout the world, including, without limitation:

(A) all trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, and other words, terms, names, symbols, devices, business identifiers, and any combination thereof;

(B) all rights to renew and extend such rights and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss of damage to or otherwise with respect to Collateral; and

(C) all associated goodwill of the business in which the mark is used;

(ii) All of Debtor's right, title, and interest in and to the registrations of and

applications for marks listed on Schedule A attached hereto, as the same may be updated hereafter from time to time, together (in each case) with all associated goodwill of the business in which the mark is used;

(iii) All of Debtor's right to register marks under any state, federal, or foreign trademark law or regulation and to apply for, renew, and extend the registrations and rights thereunder, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of any Debtor or in the name of Agent for past, present, future, and anticipated infringements and dilutions of such marks, registrations, and rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(iv) All general intangibles relating to the foregoing; and

(v) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

(b) Construction. Unless the context of this Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Security Agreement as a whole and not to any particular provision of this Security Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Credit Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, restatements, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Security Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Agent or the Borrower, whether under any rule of construction or otherwise. On the contrary, this Security Agreement has been reviewed by Borrower, Agent, and their respective counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of Agent and Debtor.

2. Grant of Security Interest. Borrower hereby grants to the Agent a first-priority security interest in, and conditionally assigns, but does not transfer title, to Agent, all of Borrower's right, title, and interest in and to the Collateral to secure the Obligations.

3. Representations, Warranties and Covenants. Borrower hereby represents, warrants, and covenants that:

(a) A true and complete schedule setting forth all federal and state registrations of marks owned by Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule A;

(b) To the best of Borrower's knowledge as of the date hereof, each of the marks and registrations of marks is valid and enforceable, and Borrower is not presently aware of any past, present, or prospective claim by any third party that any of the marks is invalid or unenforceable, or that the use of any marks violates the rights of any third person, or of any basis for any such claims except as set forth on Schedule A, as the case may be.

(c) Except as set forth on Schedule B attached hereto, Borrower is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the marks and mark registrations, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights, and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the registered marks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with the Debtor's past practices) in the sale and delivery of products and services sold or delivered under or in connection with the marks, including, without limitation and to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the marks where the failure to do so maintain would have a Material Adverse Effect;

(f) Except for the filing of financing statements as contemplated by the Loan Documents and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder with respect to domestic trademarks, no authorization, approval, or other action by, and no notice to or filing with, any U.S. governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery, or performance of this Security Agreement by Borrower or for the perfection of or the exercise by Agent of its rights hereunder in and to the Collateral in the United States.

4. **After-Acquired Trademark Rights.** If Borrower shall obtain or create rights to any new marks, the provisions of this Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Agent with respect to any such new marks, and to the renewal or extension of any registration of a mark. Borrower shall bear any expenses incurred in connection with future registrations of marks.

5. **Litigation and Proceedings.** Borrowers shall commence and diligently prosecute in its own name (or, if necessary, a predecessor's name), as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Agent any information with respect thereto requested by Agent. Agent shall provide at Borrower's expense all necessary cooperation in connection with any such suits, proceedings, or actions, including, without limitation, joining as a necessary party provided that Borrower is not responsible for Agent's attorneys' fees if Agent voluntarily chooses to become a party to any suit. Following Borrower's becoming aware thereof, Borrower shall notify Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Borrower's claim of ownership in any of the marks, Borrower's right to apply for the same, or its right to keep and maintain such ownership and rights in the marks.

6. **Power of Attorney.** Borrower grants Agent power of attorney, having the full authority, and in the place of, Borrower and in the name of Borrower exercisable from time to time following an Event of Default, and in Agent's discretion following such an Event of Default, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limitation:

(a) To endorse Borrower's name on all applications, documents, papers, and instruments necessary for Agent to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Agent's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. **Right to Inspect.** Borrower grants to Agent and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect, or store products sold under any of trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours and as provided in the Credit Agreement.

8. **Event of Default.** Any of the following events shall be an Event of Default:

An Event of Default shall occur as defined in the Credit Agreement.

9. **Specific Remedies.** Upon the occurrence and continuance of any Event of Default, Agent shall have, in addition to other rights given by law or in this Security Agreement, the Credit Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including, without limitation, the following:

(a) Agent may notify licensees to make royalty payments on license agreements directly to Agent;

(b) Agent may sell, license, franchise or assign the Collateral at public or private sale for such amounts, and at such time or times, as Agent deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower 10 days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Agent, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least 10 days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) To the maximum extent permitted by applicable law, Agent may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Agent at such sale and the Obligations shall be deemed satisfied to the extent of such application.

10. **General Provisions.**

(a) **Effectiveness of This Security Agreement.** This Security Agreement shall be binding and deemed effective when executed by Debtors and accepted and executed by Agent.

(b) **Cumulative Remedies: No Prior Recourse to Collateral.** The enumeration herein of Agent's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that Agent may have under the Credit Agreement, the Code or other applicable law. Agent shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

(c) **No Implied Waivers.** No act, failure, or delay by Lender shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Lender of any provision of this Security Agreement or any other Loan Document, or of a breach or default hereunder or thereunder, or of any right or remedy which Lender may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Agent shall affect its rights to require strict performance of this Security Agreement.

(d) Severability. If any provision of this Security Agreement shall be prohibited, or invalid, under applicable law, such provision shall be ineffective only to such extent, without invalidating the remainder of this Security Agreement.

(e) Governing Law. This Security Agreement shall be deemed to have been made in the State of New York and shall be governed by and interpreted in accordance with the laws of such State, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

(f) Consent to Jurisdiction and Venue; Service of Process. Each Debtor agrees that, in addition to any other courts that may have jurisdiction under applicable laws or rules, any action or proceeding to enforce or arising out of this Security Agreement or any of the other Loan Documents to which they are a party may be commenced in the United States District Court for the Southern District of New York, consent and submit in advance to such jurisdiction, and agree that venue will be proper in such court on any such matter. Each Debtor hereby waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such courts shall be properly served and shall confer personal jurisdiction if served by registered or certified mail to Borrower, or as otherwise provided by the laws of the State of New York or the United States. The choice of forum set forth in this section shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action under this Security Agreement to enforce the same, in any appropriate jurisdiction.

(g) Waiver of Jury Trial, Etc. EACH DEBTOR AND AGENT HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF, THIS SECURITY AGREEMENT, THE OBLIGATIONS, OR THE COLLATERAL, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO. DEBTOR AND AGENT CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

(h) Survival of Representations and Warranties. All of each Debtor's representations and warranties contained in this Security Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by Agent or its agents.

(i) Fees and Expenses. Each Debtor shall pay to Agent on demand all costs and expenses that Agent pays or incurs in connection with the enforcement and termination of this Security Agreement, including, without limitation: (i) reasonable outside attorneys' and paralegals' fees and disbursements of counsel to Agent (including, without limitation, the allocated fees and costs of Agent's in-house counsel and paralegals); (ii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of Agent's in-house counsel and paralegals)) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Security Agreement and the transactions contemplated hereby; (iii) costs and expenses of lien searches; (iv) taxes, fees, and other charges for filing this Security Agreement at the United States Patent and Trademark Office and the United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (v) sums paid or incurred to pay any amount or take any action required of Borrower under this Security Agreement that Borrower fail to pay or take; (vi) after the occurrence of an Event of Default, the costs and expenses of preserving and protecting the Collateral; and (vii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of Agent's in-house counsel and paralegals)) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Security Agreement, or to defend any claims made or threatened against Lender arising out of the transactions contemplated hereby (including, without limitation, preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this

Security Agreement regarding costs and expenses to be paid by Borrower. The parties agree that reasonable outside attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of post-judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment and is not to be deemed merged into any judgment.

(j) Notices. Except as otherwise provided herein, all notices, demands and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the applicable provisions of the Credit Agreement.

(k) Binding Effect; Assignment. The provisions of this Security Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by Borrower without the prior written consent of Agent. The rights and benefits of Agent hereunder shall, if Agent so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

(l) Modification. This Security Agreement is intended by Borrower and Agent to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Security Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Security Agreement shall be made, except by a written agreement signed by Borrower and a duly authorized officer of Agent.

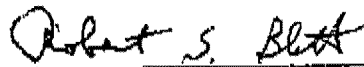
(m) Counterparts. This Security Agreement may be executed in any number of counterparts and by Agent and Borrower in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

(n) Captions. The captions contained in this Security Agreement are for convenience only, are without substantive meaning, and should not be construed to modify, enlarge or restrict any provision.

(o) Termination By Lender. At such time as the IP Additional Availability Component Loans, all interest accrued thereon, and all fees and other amounts due and payable under the Credit Agreement or under this Security Agreement or any other Loan Document with respect to such IP Additional Availability Component Loans shall have been paid in full, Agent shall execute and deliver to Borrower a termination of all of the security interests granted by Borrower hereunder.

IN WITNESS WHEREOF, the parties have executed this Security Agreement on the date first written above.

TRI-UNION SEAFOODS, LLC, a California limited liability company

By: Robert S. Blatt 
Name: ROBERT S. BLATT
Title: CFO/CONTROLLER

BANK OF AMERICA, N.A., a national banking association, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Security Agreement on the date first written above.

TRI-UNION SEAFOODS, LLC, a California limited liability company

By: _____
Name:
Title:

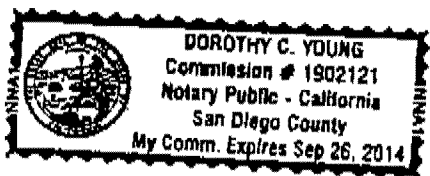
BANK OF AMERICA, N.A., a national banking association, as Agent

By: Bruce Jenks
Name: Bruce Jenks
Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of San Diego
 On June 6 2011 before me, Dorothy C. Young, Notary Public
Date Here insert Name and Title of the Officer
 personally appeared Robert S. Blatt
Name(s) of Signer(s)

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: Dorothy C. Young
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Security Agreement
 Document Date: 6/6/11 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Individual <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	<div style="border: 1px solid black; padding: 2px; font-size: 8px; background-color: black; color: white;">RIGHT THUMBPRINT OF SIGNER</div> <div style="border: 1px solid black; height: 100px; width: 100%; text-align: center; vertical-align: top; font-size: 8px;">Top of thumb here</div>	Signer's Name: _____ <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Individual <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	<div style="border: 1px solid black; padding: 2px; font-size: 8px; background-color: black; color: white;">RIGHT THUMBPRINT OF SIGNER</div> <div style="border: 1px solid black; height: 100px; width: 100%; text-align: center; vertical-align: top; font-size: 8px;">Top of thumb here</div>
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STATE OF NEW YORK
COUNTY OF KINGS) ss.:

On the ___ day of June in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared BRUCE TENKS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

Hannelore-Gabriela Braunstein
Notary Public

HANNELORE-GABRIELA BRAUNSTEIN
Notary Public, State of New York
No. 01BR6080758
Qualified in Kings County
Commission Expires July 2, 20 11

STATE OF _____) ss.:
COUNTY OF _____

On the ___ day of June in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

Schedule A

TRADEMARK APPLICATIONS AND REGISTRATIONS:

TM Reg. #	Status	Owner
600458	LIVE	Tri-Union Seafoods
97192	LIVE	Tri-Union Seafoods
836396	LIVE	Tri-Union Seafoods
2228848	LIVE	Tri-Union Seafoods
1705226	LIVE	Tri-Union Seafoods
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77705019	LIVE	Tri-Union Seafoods
85125318	LIVE	Tri-Union Seafoods
85139282	LIVE	Tri-Union Seafoods

Schedule B

Third Party Rights With Respect To Trademarks

NONE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Security Agreement"), dated as of June 6, 2011, is entered into by TRI-UNION SEAFOODS, LLC, a California limited liability company (the "Borrower" or "Debtor") to and for the benefit of BANK OF AMERICA, N.A. as agent for the Lenders, as defined below (in its capacity as agent, the "Agent"), in light of the following:

A. Reference is made to that certain Third Amended and Restated Credit Agreement dated as of March 11, 2011 (as heretofore or hereafter amended, supplemented and otherwise modified, the "Credit Agreement"), among the Borrower, the Agent and Bank of America, N.A. ("B of A"), Israel Discount Bank of New York ("Israel Discount Bank"), Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch ("Rabobank") and Sumitomo Mitsui Banking Corporation ("Sumitomo"; Sumitomo, B of A, Israel Discount Bank and Rabobank each hereinafter referred to individually as a "Lender" and collectively the "Lenders").

C. As of the date hereof, the Lenders and the Borrower are executing that certain Amendment No. 1 to the Credit Agreement (the "Credit Agreement Amendment") to extend IP Additional Availability Component Loans as provided and defined therein, and as a condition to the obligation of the Lenders to execute the Credit Agreement Amendment and to extend such IP Additional Availability Component Loans, the Borrower must execute this Security Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. Definitions and Construction.

(a) Definitions. The following terms, as used in this Security Agreement, have the following meanings:

"Code" means the New York Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the marks, rights and interests which are capable of identifying the source or designating the origin of goods or services which are presently, or in the future may be, owned, created, or acquired by the Debtor, in whole or in part, and all rights with respect thereto throughout the world, including, without limitation:

(A) all trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, and other words, terms, names, symbols, devices, business identifiers, and any combination thereof;

(B) all rights to renew and extend such rights and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss of damage to or otherwise with respect to Collateral; and

(C) all associated goodwill of the business in which the mark is used;

(ii) All of Debtor's right, title, and interest in and to the registrations of and

applications for marks listed on Schedule A attached hereto, as the same may be updated hereafter from time to time, together (in each case) with all associated goodwill of the business in which the mark is used;

(iii) All of Debtor's right to register marks under any state, federal, or foreign trademark law or regulation and to apply for, renew, and extend the registrations and rights thereunder, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of any Debtor or in the name of Agent for past, present, future, and anticipated infringements and dilutions of such marks, registrations, and rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(iv) All general intangibles relating to the foregoing; and

(v) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

(b) Construction. Unless the context of this Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Security Agreement as a whole and not to any particular provision of this Security Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Credit Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, restatements, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Security Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Agent or the Borrower, whether under any rule of construction or otherwise. On the contrary, this Security Agreement has been reviewed by Borrower, Agent, and their respective counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of Agent and Debtor.

2. Grant of Security Interest. Borrower hereby grants to the Agent a first-priority security interest in, and conditionally assigns, but does not transfer title, to Agent, all of Borrower's right, title, and interest in and to the Collateral to secure the Obligations.

3. Representations, Warranties and Covenants. Borrower hereby represents, warrants, and covenants that:

(a) A true and complete schedule setting forth all federal and state registrations of marks owned by Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule A;

(b) To the best of Borrower's knowledge as of the date hereof, each of the marks and registrations of marks is valid and enforceable, and Borrower is not presently aware of any past, present, or prospective claim by any third party that any of the marks is invalid or unenforceable, or that the use of any marks violates the rights of any third person, or of any basis for any such claims except as set forth on Schedule A, as the case may be.

(c) Except as set forth on Schedule B attached hereto, Borrower is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the marks and mark registrations, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights, and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the registered marks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with the Debtor's past practices) in the sale and delivery of products and services sold or delivered under or in connection with the marks, including, without limitation and to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the marks where the failure to do so maintain would have a Material Adverse Effect;

(f) Except for the filing of financing statements as contemplated by the Loan Documents and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder with respect to domestic trademarks, no authorization, approval, or other action by, and no notice to or filing with, any U.S. governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery, or performance of this Security Agreement by Borrower or for the perfection of or the exercise by Agent of its rights hereunder in and to the Collateral in the United States.

4. **After-Acquired Trademark Rights.** If Borrower shall obtain or create rights to any new marks, the provisions of this Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Agent with respect to any such new marks, and to the renewal or extension of any registration of a mark. Borrower shall bear any expenses incurred in connection with future registrations of marks.

5. **Litigation and Proceedings.** Borrowers shall commence and diligently prosecute in its own name (or, if necessary, a predecessor's name), as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Agent any information with respect thereto requested by Agent. Agent shall provide at Borrower's expense all necessary cooperation in connection with any such suits, proceedings, or actions, including, without limitation, joining as a necessary party provided that Borrower is not responsible for Agent's attorneys' fees if Agent voluntarily chooses to become a party to any suit. Following Borrower's becoming aware thereof, Borrower shall notify Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Borrower's claim of ownership in any of the marks, Borrower's right to apply for the same, or its right to keep and maintain such ownership and rights in the marks.

6. **Power of Attorney.** Borrower grants Agent power of attorney, having the full authority, and in the place of, Borrower and in the name of Borrower exercisable from time to time following an Event of Default, and in Agent's discretion following such an Event of Default, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limitation:

(a) To endorse Borrower's name on all applications, documents, papers, and instruments necessary for Agent to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Agent's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

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7. Right to Inspect. Borrower grants to Agent and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect, or store products sold under any of trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours and as provided in the Credit Agreement.

8. Event of Default. Any of the following events shall be an Event of Default:

An Event of Default shall occur as defined in the Credit Agreement.

9. Specific Remedies. Upon the occurrence and continuance of any Event of Default, Agent shall have, in addition to other rights given by law or in this Security Agreement, the Credit Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including, without limitation, the following:

(a) Agent may notify licensors to make royalty payments on license agreements directly to Agent;

(b) Agent may sell, license, franchise or assign the Collateral at public or private sale for such amounts, and at such time or times, as Agent deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower 10 days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Agent, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least 10 days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) To the maximum extent permitted by applicable law, Agent may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Agent at such sale and the Obligations shall be deemed satisfied to the extent of such application.

10. General Provisions.

(a) Effectiveness of This Security Agreement. This Security Agreement shall be binding and deemed effective when executed by Debtors and accepted and executed by Agent.

(b) Cumulative Remedies; No Prior Recourse to Collateral. The enumeration herein of Agent's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that Agent may have under the Credit Agreement, the Code or other applicable law. Agent shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

(c) No Implied Waivers. No act, failure, or delay by Lender shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Lender of any provision of this Security Agreement or any other Loan Document, or of a breach or default hereunder or thereunder, or of any right or remedy which Lender may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Agent shall affect its rights to require strict performance of this Security Agreement.

(d) Severability. If any provision of this Security Agreement shall be prohibited, or invalid, under applicable law, such provision shall be ineffective only to such extent, without invalidating the remainder of this Security Agreement.

(e) Governing Law. This Security Agreement shall be deemed to have been made in the State of New York and shall be governed by and interpreted in accordance with the laws of such State, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

(f) Consent to Jurisdiction and Venue; Service of Process. Each Debtor agrees that, in addition to any other courts that may have jurisdiction under applicable laws or rules, any action or proceeding to enforce or arising out of this Security Agreement or any of the other Loan Documents to which they are a party may be commenced in the United States District Court for the Southern District of New York, consent and submit in advance to such jurisdiction, and agree that venue will be proper in such court on any such matter. Each Debtor hereby waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such courts shall be properly served and shall confer personal jurisdiction if served by registered or certified mail to Borrower, or as otherwise provided by the laws of the State of New York or the United States. The choice of forum set forth in this section shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action under this Security Agreement to enforce the same, in any appropriate jurisdiction.

(g) Waiver of Jury Trial, Etc. EACH DEBTOR AND AGENT HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF, THIS SECURITY AGREEMENT, THE OBLIGATIONS, OR THE COLLATERAL, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO. DEBTOR AND AGENT CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

(h) Survival of Representations and Warranties. All of each Debtor's representations and warranties contained in this Security Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by Agent or its agents.

(i) Fees and Expenses. Each Debtor shall pay to Agent on demand all costs and expenses that Agent pays or incurs in connection with the enforcement and termination of this Security Agreement, including, without limitation: (i) reasonable outside attorneys' and paralegals' fees and disbursements of counsel to Agent (including, without limitation, the allocated fees and costs of Agent's in-house counsel and paralegals); (ii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of Agent's in-house counsel and paralegals) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Security Agreement and the transactions contemplated hereby; (iii) costs and expenses of lien searches; (iv) taxes, fees, and other charges for filing this Security Agreement at the United States Patent and Trademark Office and the United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (v) sums paid or incurred to pay any amount or take any action required of Borrower under this Security Agreement that Borrower fail to pay or take; (vi) after the occurrence of an Event of Default, the costs and expenses of preserving and protecting the Collateral; and (vii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of Agent's in-house counsel and paralegals) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Security Agreement, or to defend any claims made or threatened against Lender arising out of the transactions contemplated hereby (including, without limitation, preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this

Security Agreement regarding costs and expenses to be paid by Borrower. The parties agree that reasonable outside attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of post-judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment and is not to be deemed merged into any judgment.

(j) Notices. Except as otherwise provided herein, all notices, demands and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the applicable provisions of the Credit Agreement.

(k) Binding Effect; Assignment. The provisions of this Security Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by Borrower without the prior written consent of Agent. The rights and benefits of Agent hereunder shall, if Agent so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

(l) Modification. This Security Agreement is intended by Borrower and Agent to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Security Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Security Agreement shall be made, except by a written agreement signed by Borrower and a duly authorized officer of Agent.

(m) Counterparts. This Security Agreement may be executed in any number of counterparts and by Agent and Borrower in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

(n) Captions. The captions contained in this Security Agreement are for convenience only, are without substantive meaning, and should not be construed to modify, enlarge or restrict any provision.

(o) Termination By Lender. At such time as the IP Additional Availability Component Loans, all interest accrued thereon, and all fees and other amounts due and payable under the Credit Agreement or under this Security Agreement or any other Loan Document with respect to such IP Additional Availability Component Loans shall have been paid in full, Agent shall execute and deliver to Borrower a termination of all of the security interests granted by Borrower hereunder.

IN WITNESS WHEREOF, the parties have executed this Security Agreement on the date first written above.

TRI-UNION SEAFOODS, LLC, a California limited liability company

By: Robert S. Blatt SFB/llh
Name: ROBERT S. BLATT
Title: CFO/CONTROLLER

BANK OF AMERICA, N.A., a national banking association, as Agent

By: _____
Name:
Title:

OSQUIRE, SANDERS & DEMPSEY (US) LLP COMPANY:8000 TOWERS CRESCENT DRIVE

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IN WITNESS WHEREOF, the parties have executed this Security Agreement on the date first written above.

TRI-UNION SEAFOODS, LLC, a California limited liability company

By: _____
Name:
Title:

BANK OF AMERICA, N.A., a national banking association, as Agent

By: Bruce Jenkins
Name: Bruce Jenkins
Title: Vice President

OSQUIRE, SANDERS & DEMPSEY (US) LLP COMPANY:8000 TOWERS CRESCENT DRIVE

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

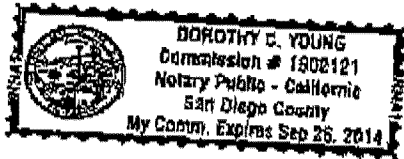
State of California

County of San Diego

On June 6, 2011 before me, Dorothy C. Young, Notary Public

personally appeared Robert S. Blatt

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: Dorothy C. Young
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

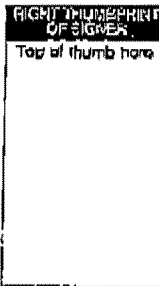
Title or Type of Document: Trademark Security Agreement

Document Date: 6/6/11 Number of Pages: _____

Signer(s) Other Than Named Above: _____

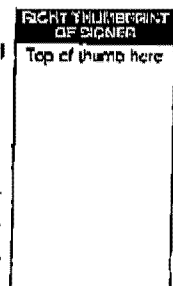
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Individual
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer is Representing: _____

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Individual
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer is Representing: _____

VO: SQUIRE, SANDERS & DEMPSEY (US) LLP COMPANY: 8000 TOWERS CRESCENT DRIVE

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STATE OF NEW YORK
COUNTY OF KINGS) ss.:

On the ___ day of June in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared BRUCE TENNIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

Hannelore Gabriela Braunstein
Notary Public

HANNELORE-GABRIELA BRAUNSTEIN
Notary Public, State of New York
No. 0186600756
Qualified in Kings County
Commission Expires July 2, 20 11

STATE OF _____) ss.:

COUNTY OF _____

On the ___ day of June in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

VO:SQUIRE, SANDERS & DEMPSEY (US) LLP COMPANY:8000 TOWERS CRESCENT DRIVE

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Schedule A

TRADEMARK APPLICATIONS AND REGISTRATIONS:

O:SQUIRE, SANDERS & DEMPSEY (US) LLP COMPANY:8000 TOWERS CRESCENT DRIVE

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TM Reg. #	Status	Owner
600458	LIVE	Tri-Union Seafoods
97192	LIVE	Tri-Union Seafoods
836396	LIVE	Tri-Union Seafoods
2228848	LIVE	Tri-Union Seafoods
1705226	LIVE	Tri-Union Seafoods
1750092	LIVE	Tri-Union Seafoods
2788337	LIVE	Tri-Union Seafoods
2866745	LIVE	Tri-Union Seafoods
1738500	LIVE	Tri-Union Seafoods
1770236	LIVE	Tri-Union Seafoods
1403305	LIVE	Tri-Union Seafoods
666547	LIVE	Tri-Union Seafoods
836398	LIVE	Tri-Union Seafoods
376405	LIVE	Tri-Union Seafoods
674288	LIVE	Tri-Union Seafoods
1234767	LIVE	Tri-Union Seafoods
1155773	LIVE	Tri-Union Seafoods
1230121	LIVE	Tri-Union Seafoods
385696	LIVE	Tri-Union Seafoods
1570015	LIVE	Tri-Union Seafoods
2734887	LIVE	Tri-Union Seafoods
3042850	LIVE	Tri-Union Seafoods
2843167	LIVE	Tri-Union Seafoods
2921617	LIVE	Tri-Union Seafoods
3626197	LIVE	Tri-Union Seafoods
3626198	LIVE	Tri-Union Seafoods
3626199	LIVE	Tri-Union Seafoods
3626200	LIVE	Tri-Union Seafoods
3726288	LIVE	Tri-Union Seafoods
3829427	LIVE	Tri-Union Seafoods
2951372	LIVE	Tri-Union Seafoods

VO:SQUIRE, SANDERS & DEMPSEY (US) LLP COMPANY:8000 TOWERS CRESCENT DRIVE

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TM App. #	Status	Owner
77833189	LIVE	Tri-Union Seafoods
77143076	LIVE	Tri-Union Seafoods
85110613	LIVE	Tri-Union Seafoods
77705019	LIVE	Tri-Union Seafoods
85125318	LIVE	Tri-Union Seafoods
85138282	LIVE	Tri-Union Seafoods

Schedule B

Third Party Rights With Respect To Trademarks

NONE