

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---|-------------------|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Maritime Fish Products, Inc. | | 06/30/2011 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Mariner Seafood, LLC | | |
| Street Address: | 686 Belleville Avenue | | |
| City: | New Bedford | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02745 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: RHODE ISLAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 72214308 | FOX RIVER BRAND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4012734447 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 4012734446 | | |
| Email: | jas@barjos.com, tm@barjos.com | | |
| Correspondent Name: | Joshua A. Stockwell | | |
| Address Line 1: | Barlow, Josephs & Holmes, Ltd. | | |
| Address Line 2: | 101 Dyer Street, 5th Floor | | |
| Address Line 4: | Providence, RHODE ISLAND 02903 | | |
| ATTORNEY DOCKET NUMBER: | M076 - GENERAL | | |
| NAME OF SUBMITTER: | Joshua A. Stockwell | | |
| Signature: | /Joshua A. Stockwell/ | | |

OP \$40.00 72214308

Date:

08/13/2013

Total Attachments: 4

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SECURITY AGREEMENT

This Security Agreement is entered into as of the 30th day of June, 2011 by and between Maritime Fish Products, Inc., a New York corporation with operations and a principal place of business at 330 Manida Street, Bronx, New York 10474 (hereafter, the "Debtor"), and Mariner Seafood, LLC, a Rhode Island limited liability company with operations and a principal place of business at 686 Belleville Avenue, New Bedford, Massachusetts 02745 (hereafter, the "Secured Party").

Agreement

Subject to the applicable terms of this Security Agreement, Debtor hereby grants to Secured Party a continuing security interest in the Collateral to secure the payment of the Obligation.

Obligation

The following is the "Obligation" secured by this Agreement:

Debtor is obligated to pay Secured Party in accordance with the terms and conditions as set forth in that certain Line of Credit, Supply, and Right of First Refusal Agreement dated of even date herewith (the "Line of Credit Agreement"), which is incorporated herein and made a part hereof. The "Obligation" hereunder is the same "Obligation" as is identified and defined as the "Obligation" in that Line of Credit Agreement between the parties hereto, and, for the avoidance of doubt, the "Obligation" hereunder shall also include any and all existing and future obligations of any nature owed by Debtor to Secured Party. The Obligation shall also include all costs incurred by the Secured Party after an Event of Default hereunder to preserve and enforce this Agreement, collect the Obligation, maintain and preserve the Collateral, along with its rights in the same, including (but not limited to) its payment of taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and other legal expenses, rent, storage costs, and expenses of sale of the Collateral.

Collateral

The security interest is granted in the following, hereafter called the "Collateral":

All of the Debtor's assets, tangible and intangible, which Debtor owns or may hereafter acquire or in which Debtor has or may hereafter acquire an interest, whether now existing or hereafter arising, and all proceeds and products thereof, including, without limitation the following: equipment, fixtures, inventory, chattel paper, instruments, documents, accounts, contract rights, and general intangibles, and all returned or repossessed goods arising from or relating to any of the foregoing (including as such terms are defined in the Uniform Commercial Code as adopted in the State of Rhode Island). For the avoidance of doubt, "Collateral" shall include all of the Debtor's rights and interests in the FOXRIVER or Fox River brand, and associated trademark (#214308) or trademarks, and in and to all other trademark registration rights, together with the good will of the business symbolized by any and all of such marks and

listed registrations in the listed jurisdictions and further together with the right to sue and to recover damages in connection with the same.

Representations and Agreements of Debtor

Debtor represents to Secured Party that its state of incorporation or organization (or where it is presently incorporated or organized, as set forth above), as set forth above is true and correct, and that its address set forth above is its place of business and the location where the Collateral will be kept, and that if it has more than one place of business, the address set forth above is the location of its chief executive office. The Debtor agrees that it shall promptly (and in any event within twenty (20) days) notify Secured Party in writing of any change in the state in which it is incorporated or organized, or if the Collateral is moved to another location, or if the address or location of its chief executive office changes.

Debtor agrees to promptly furnish Secured Party with any information on or pertaining to the Collateral requested by Secured Party, to allow Secured Party to inspect the Collateral and inspect and copy all records relating to the Collateral and the Obligation, and to sign any papers furnished by Secured Party that are necessary to obtain and maintain this security interest and the perfection thereof.

Debtor hereby grants to Secured Party a power of attorney, the same being coupled with an interest, in order for Secured Party, in its sole discretion, and as and to whatever extent, if at all it sees fit, to exercise whatever rights Debtor could have exercised, fully and completely in Debtor's place and stead, and which Secured Party deems necessary, appropriate or desirable, in respect to any and all matters relating to the Collateral, including, without limitation, the right to prepare, sign, file and present forms and documents relating to or associated with the Collateral, including as to any trademark registrations thereon, and for the renewal, continuation or transfer of the same, and for the renewal and continuation of any UCC-1 Financing Statement or other statement or filing with any governmental agency or recording repository to perfect, re-perfect, or to continue the full perfection of, the security interests granted to Secured Party hereby.

Debtor shall not, without Secured Party's written permission, allow the Collateral to become an accession to other goods or sell, lease or otherwise transfer the Collateral or an interest therein.

Default

Any of the following is an "Event of Default": (i) a default by Debtor or a Debtor "Event of Default" under the Line of Credit Agreement, including, the failure of Debtor to timely pay or perform the Obligation or any part thereof in accordance with its terms, or to perform any act or duty required by this Agreement or by the Line of Credit Agreement or any other agreement referenced therein; or (ii) substantial loss, theft, destruction, sale, or damage to, or material change in the Collateral.

When an Event of Default occurs, the entire Obligation shall become immediately due and payable at Secured Party's option and, following ten (10) days written notice to Debtor, Secured Party may proceed thereafter to enforce payment of same and exercise any and all of the rights and remedies available to a Secured Party under the referenced Uniform Commercial Code as well as all other rights and remedies available to it, including, but not limited to, repossession and sale of the Collateral.

When Debtor is in default, Debtor, upon demand by Secured Party, shall, at Debtor's cost and expense, assemble the Collateral and make it available to Secured Party at a place reasonably convenient to both parties.

Miscellaneous

The rights and privileges of Secured Party shall inure to its successors and assigns. All representations, warranties, and agreements of Debtor shall bind Debtor's successors and assigns.

This Agreement shall be governed by the internal laws of the State of Rhode Island and definitions in the Uniform Commercial Code, as adopted in Rhode Island, apply to words and phrases in this Agreement.


Notice mailed to Debtor's address set forth above, or to Debtor's most recent changed address on file with Secured Party at least ten (10) days prior to the action proposed in such notice (or, if the Uniform Commercial Code specifies a longer period, such longer period prior to the related action), shall be deemed reasonable.

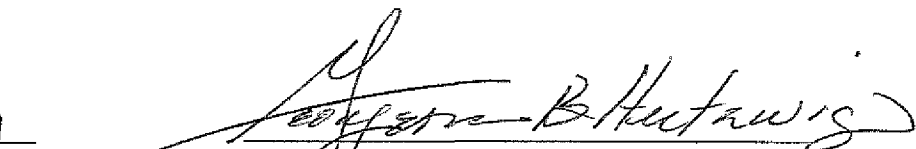
A photographic or other reproduction of this Agreement, or any financing statement signed by Debtor, is sufficient as a financing statement.

IN WITNESS WHEREOF, Mariner Seafood, LLC, and Maritime Fish Products, Inc. have hereunto set their signatures to this Security Agreement as of the date first written above.

WITNESSES:

Maritime Fish Products, Inc.


Print name:
Joelle R. Hayman


By: *Georjean B. Hertzwig, President

WITNESSES:

Mariner Seafood, LLC

John Flynn
~~John P. Flynn~~

Print name:

Joelle R. Kayman

John P. Flynn - President
By: *John P. Flynn, President*

*By signing, such individual represents that he/she has the full power and authority to bind such Party to this Agreement.