

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MOREY'S SEAFOOD INTERNATIONAL LLC		08/08/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	FIRSTMERIT BANK, N.A.
Street Address:	106 S. Main Street, 12th Floor
City:	Akron
State/Country:	OHIO
Postal Code:	44308
Entity Type:	National Banking Association: OHIO

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2770941	MOREY'S
Registration Number:	2770940	MOREY'S FINE FISH AND SEAFOOD
Registration Number:	3291571	GOOD TASTE. IT RUNS IN OUR FAMILY.
Serial Number:	85452949	SHRIMP CREATIONS
Registration Number:	4269413	SHRIMP CREATIONS
Registration Number:	4075984	MOREY'S
Registration Number:	3842127	FISH CREATIONS

**CORRESPONDENCE DATA**

Fax Number: 2163485474  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 216-348-5400  
 Email: ip@mcdonaldhopkins.com  
 Correspondent Name: David B. Cupar  
 Address Line 1: 600 Superior Ave., E.

CH \$190.00 2770941

Address Line 2: Suite 2100  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	14370-175
NAME OF SUBMITTER:	David B. Cupar
Signature:	/David B. Cupar/
Date:	08/19/2013

**Total Attachments: 11**

source=Morey's Seafood - Executed IP Security Agreement (4452945)#page1.tif  
source=Morey's Seafood - Executed IP Security Agreement (4452945)#page2.tif  
source=Morey's Seafood - Executed IP Security Agreement (4452945)#page3.tif  
source=Morey's Seafood - Executed IP Security Agreement (4452945)#page4.tif  
source=Morey's Seafood - Executed IP Security Agreement (4452945)#page5.tif  
source=Morey's Seafood - Executed IP Security Agreement (4452945)#page6.tif  
source=Morey's Seafood - Executed IP Security Agreement (4452945)#page7.tif  
source=Morey's Seafood - Executed IP Security Agreement (4452945)#page8.tif  
source=Morey's Seafood - Executed IP Security Agreement (4452945)#page9.tif  
source=Morey's Seafood - Executed IP Security Agreement (4452945)#page10.tif  
source=Morey's Seafood - Executed IP Security Agreement (4452945)#page11.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this “Agreement”) is made as of the 12<sup>th</sup> day of August 2013, by **MOREY’S SEAFOOD INTERNATIONAL LLC**, a Delaware limited liability company (“Pledgor”), and delivered to **FIRSTMERIT BANK, N.A.**, a national banking association, in its capacity as administrative agent (“Agent”).

**BACKGROUND**

A. This Agreement is being executed contemporaneously with that certain Credit and Security Agreement dated of even date herewith by and among Pledgor, such other lenders that are or may from time to time become parties thereto (collectively with the Agent, the “Lenders”) and Agent (as supplemented, restated, amended, superseded or replaced from time to time, the “Loan Agreement”). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor owns and has adopted, used and is using (or has filed applications for the registration of) various patents, patent rights and patent applications (collectively, the “Patents”); trademarks, service marks, trade names, and trademark and service mark applications (collectively, “Trademarks”); copyrights and copyright applications (collectively, the “Copyrights”), and all such Patent, Trademark and Copyright registrations and applications are listed on Schedule A attached hereto and made part hereof. (All such Patents, Trademarks and Copyrights, along with all associated goodwill and all rights to sue for past, present and future infringements and the proceeds thereof, including without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits, collectively are hereinafter referred to as the “Assets”).

C. Pursuant to this Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of Pledgor’s Obligations under the Loan Documents (as defined below) and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office, United States Copyright Office, or other relevant office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and all other instruments, agreements and documents entered into in connection therewith (collectively, the “Loan Documents”), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Pledgor’s Obligations under the Loan Documents, Pledgor grants a lien and security interest to Agent, for the benefit of the Lenders, in all the Assets, now owned or hereinafter acquired. Pledgor hereby authorizes Agent to file a copy of this Agreement in

{4401756:3}

the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to perfect the Lenders' security interest in the Assets as set forth herein.

2. Pledgor hereby covenants and agrees to maintain the Assets in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full.

3. Pledgor represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101, et seq., and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the registrations and applications now owned by Pledgor. If, before all Obligations have been indefeasibly paid and satisfied in full, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Agent's request, Pledgor shall provide Agent and Agent's counsel with an amended Schedule listing Pledgor's Assets in form and substance reasonably satisfactory to Agent.

4. Pledgor further covenants that until all of the Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Pledgor's obligations under this Agreement, except for license, agency, co-marketing and co-branding agreements.

5. So long as an Event of Default has not occurred and is not continuing under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets, and neither Agent nor the Lenders shall have the right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Agent, other than in the ordinary course of business, which consent will not be unreasonably withheld or delayed.

7. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Pledgor hereby covenants and agrees that Agent, as the holder (for the benefit of the Lenders) of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Illinois, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Upon and during the continuance of an Event of Default under the Loan Agreement, Pledgor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Pledgor hereby authorizes Agent to file a copy of such trademark assignment in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to evidence Agent and the Lenders' interest in the Assets as set forth herein. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Agent and the Lenders shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations under the Loan Documents, Agent shall execute and deliver to Pledgor all documents reasonably necessary to terminate Agent's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the

preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's and/or the Lenders' rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Documents, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Assets, and upon request of Agent, Pledgor shall make federal application on registerable but unregistered patents, trademarks, copyrights or licenses belonging to Pledgor. Any expenses incurred in connection with such applications shall be borne by Pledgor. Except as permitted by the terms of the Loan Agreement, Pledgor shall not abandon any material Patent, Trademark or Copyright without the prior written consent of Agent.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Agent or the Lenders may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent or the Lenders are not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent and/or the Lenders for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent or the Lenders in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

15. No course of dealing between Pledgor, Agent and the Lenders, nor any failure to exercise, nor any delay in exercising on the part of Agent or the Lenders any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and the Lender's rights and remedies with respect to the Assets, whether established hereby, by the Loan Documents or by any other future agreements between Pledgor and the Agent or the Lenders or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

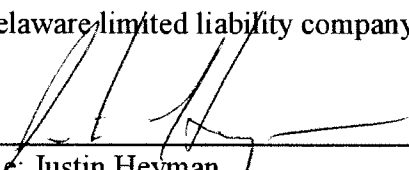
17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of Illinois without regard to its otherwise applicable principles of conflicts of laws.

19. **PLEDGOR, AGENT, AND THE LENDERS EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.**

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

**MOREY'S SEAFOOD INTERNATIONAL LLC**  
a Delaware limited liability company

By:   
Name: Justin Heyman  
Title: Chairman of the Board

Approved and Accepted:

**FIRSTMERIT BANK, N.A.**  
as Agent

By: \_\_\_\_\_  
Name: Walter Castillo  
Title: Vice President

Signature Page to  
Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005093 FRAME: 0379**



IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

**MOREY'S SEAFOOD INTERNATIONAL LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Justin Heyman  
Title: Chairman of the Board

Approved and Accepted:

**FIRSTMERIT BANK, N.A.**  
as Agent

By: Walter Castillo  
Name: Walter Castillo  
Title: Vice President

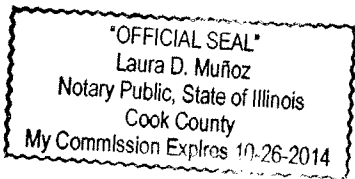
Signature Page to  
Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005093 FRAME: 0380**

**CORPORATE ACKNOWLEDGMENTS**

UNITED STATES OF AMERICA :  
STATE OF IL : SS  
COUNTY OF COOK :

Acknowledged before me on this 8th of AUGUST 2013, before me personally appeared Justin Heyman to me known and being duly sworn, deposes and says that s/he is the Chairman of the Board of **MOREY'S SEAFOOD INTERNATIONAL LLC**, a Delaware limited liability company, the Pledgor described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



[Signature]  
Notary Public  
My Commission Expires: 10-26-14

UNITED STATES OF AMERICA :  
STATE OF ILLINOIS : SS  
COUNTY OF COOK :

Acknowledged before me on this \_\_\_\_ of \_\_\_\_\_ 2013, before me personally appeared \_\_\_\_\_ to me known and being duly sworn, deposes and says that s/he is the \_\_\_\_\_ of **MVC CAPITAL, INC.**, a Delaware corporation, the Agent described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : SS  
COUNTY OF \_\_\_\_\_ :

Acknowledged before me on this \_\_\_\_ of August 2013, before me personally appeared Justin Heyman to me known and being duly sworn, deposes and says that he is the Chairman of the Board of MOREY'S SEAFOOD INTERNATIONAL LLC, a Delaware limited liability company, the Pledgor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

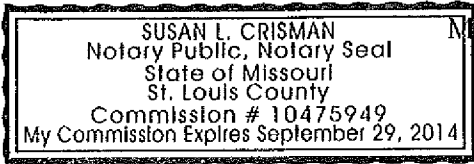
\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

UNITED STATES OF AMERICA :  
STATE OF ~~OHIO~~ Missouri : SS  
COUNTY OF CUYAHOGA St. Louis :


Acknowledged before me on this 9<sup>th</sup> of August 2013, before me personally appeared Walter Castillo to me known and being duly sworn, deposes and says that he is a Vice President of FIRSTMERIT BANK, N.A., a national banking association, the Agent described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Susan L. Crisman  
Notary Public

My Commission Expires:\_\_\_\_\_



SCHEDULE A

TRADEMARK	CTY	APPLN. NO.	REG. NO.	STATUS
MOREY'S  <b>MOREY'S</b>	US	76/390,156	2,770,941	REGISTERED
MOREY'S FINE FISH AND SEAFOOD  	US	76/390,155	2,770,940	REGISTERED
GOOD TASTE. IT RUNS IN OUR FAMILY.  GOOD TASTE. IT RUNS IN OUR FAMILY.	US	78/511,210	3,291,571	REGISTERED
SHRIMP CREATIONS	US	85/452,949		PENDING
SHRIMP CREATIONS	US	85/452,953	4,269,413	REGISTERED
MOREY'S	US	85/114,812	4,075,984	REGISTERED

{4401756:3}

Schedule A- Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005093 FRAME: 0383**

TRADEMARK	CTY	APPLN. NO.	REG. NO.	STATUS
FISH CREATIONS	US	77/502,737	3,842,127	REGISTERED

The Borrower has a Trademark License Agreement with Seafood Markets, Ltd. for the use of the registered name "Morey's Fish House".

Trade names: Morey's Seafood International LLC, Morey's Seafood, Morey's

Patents: None

Copyrights: None

{4401756:3}

Schedule A- Intellectual Property Security Agreement