

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APS, LLC		11/14/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Agent
Street Address:	4th Floor, 20 King Street West
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2336809	BAYSIDE BISTRO
Registration Number:	0605559	FRIONOR
Registration Number:	0878333	"TAIL-R-CUT"
Registration Number:	1304001	"TENDER CRISP"
Registration Number:	1459404	BUNCH O' CRUNCH
Registration Number:	1553065	
Registration Number:	1597664	FRIONOR FISHFRIES
Registration Number:	3313526	OCEAN CUTS
Registration Number:	0677424	VISCOUNT BRAND
Registration Number:	2246731	BATTER'N BREW
Registration Number:	2401820	OVEN CRISPY
Registration Number:	2805047	ARCTIC CAPE
Registration Number:	2802567	NORTH CAPE
Registration Number:	3744021	ARCTIC CAPE

TRADEMARK

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REEL: 005154 FRAME: 0806

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Registration Number:	3419982	FROM THE COLDEST WATERS . . . COME THE H
Registration Number:	3128067	CAPTAIN'S COLOSSAL
Registration Number:	3124868	BIG SKILLET
Registration Number:	3390195	SEASWIRLS
Registration Number:	3539048	AMERICAN FRESH BRAND
Registration Number:	3541550	HEARTHSIDE CLASSICS
Registration Number:	3618933	AMERICAN PRIDE SEAFOODS
Registration Number:	3723602	CHEF'S SPECIAL COLLECTION
Registration Number:	3999893	CAPE COD STYLE
Registration Number:	3891016	MARINER'S SELECT
Registration Number:	3843058	PANK-O-LICIOUS
Registration Number:	3887838	HEART OF THE OCEAN
Serial Number:	85638228	BLACKENED AUTHENTIC SIMPLY GOOD SEAFOOD
Serial Number:	85360269	FISHERMAN'S CHOICE
Registration Number:	4234857	COASTAL HARVEST
Serial Number:	85360334	CAPTAIN'S PRIDE
Registration Number:	4273084	FISH DELISH
Registration Number:	4273085	FISH DELISH
Serial Number:	85471733	CATCH THE EXCITEMENT
Serial Number:	85471814	A STEP AHEAD
Registration Number:	2679928	GOOD HARBOR FILLET
Registration Number:	3086002	HEALTHY CATCH
Registration Number:	4290446	CRUNCHY SWEET POTATO
Serial Number:	85671931	MEDITERRANEAN HARVEST
Serial Number:	85671906	ICEHOUSE
Registration Number:	4388162	BAYSIDE BISTRO
Serial Number:	85804520	AMERICAN PRIDE SEAFOODS
Serial Number:	85804546	A AMERICAN PRIDE S E A F O O D S

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Christine Dionne c/o Paul Hastings, LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

TRADEMARK

REEL: 005154 FRAME: 0807

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Christine Dionne
Signature:	/Michael Barys TR/
Date:	11/15/2013

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

WHEREAS APS, LLC, a Delaware limited liability company (the **Grantor**) owns the intellectual property described in Schedule 1 annexed hereto;

WHEREAS Grantor is party to that second amended and restated credit agreement dated as of December 11, 2011 (as amended by the First Amendment dated as of March 16, 2012, the Second Amendment dated as of February 8, 2013 and as same may be further amended, restated, supplemented or otherwise modified from time to time, the **Credit Agreement**) among, *inter alios*, High Liner Foods Incorporated, as Canadian borrower, High Liner Foods (USA), Incorporated and ISF (USA), LLC (formerly Icelandic USA, Inc.), as U.S. borrowers; the guarantors signatories thereto, as guarantors, the financial institutions from time to time parties thereto, as lenders (the **Lenders**), and Royal Bank of Canada, as administrative agent and as collateral agent for the Lenders (in its capacity as administrative agent and collateral agent, together with any successor administrative agent and collateral agent, the **Agent**); and

WHEREAS in order to induce the Agent and the Lenders to enter into the Credit Agreement and the other Loan Documents, Grantor has granted to the Agent, for itself and the ratable benefit of the Secured Parties, a certain Security Agreement dated as of November 8, 2013 governed by the laws of the State of New York (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the **Security Agreement**), pursuant to which Grantor has granted a continuing security interest in and lien upon substantially all of its personal property including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Intellectual Property Collateral (as hereinafter defined), and all proceeds thereof to secure the payment and performance of the Grantor Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Grantor Obligations, Grantor does hereby grant to the Agent, for its own benefit and for the benefit of all present and future Secured Parties, a continuing security interest in, and lien on, all of Grantor's right, title and interest in, to and under the following property (all of the following items or types of property being herein collectively referred to as the **Intellectual Property Collateral**), whether presently existing or hereafter created or acquired:

(1) all intellectual property of Grantor, including, without limitation, the intellectual property described in Schedule 1 annexed hereto, together with any (i) reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and (iii) all rights corresponding thereto throughout the world;

(2) all licenses and other agreements to which Grantor is a party providing Grantor with the right to use any of the items of the type referred to in clause (1);

(3) the right to sue third parties for past, present or future infringements of any Intellectual Property Collateral described in clause (1) and, to the extent applicable, clause (2);

(4) all of the goodwill of the Grantor's business in connection with and symbolized by the foregoing; and

(5) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Intellectual Property Collateral, including, without limitation, the intellectual property referred to in Schedule 1.

The Grantor authorizes the Agent to file this Agreement with the Canadian Intellectual Property Office in accordance with the Trade-marks Act (Canada) or otherwise, with the United States

Patent and Trademark Office and with any other applicable foreign filing office.

This agreement has been executed and delivered by Grantor for the purpose of recording the security interest of the Agent in the Intellectual Property Collateral relating to the intellectual property referred to in Schedule 1 annexed hereto with the Canadian Intellectual Property Office and the United States Patent and Trademark Office, as appropriate, to the extent they may be so registered therein.

This security interest is granted in conjunction with the security interest granted to the Agent pursuant to the Credit Agreement and the other Loan Documents to which Grantor is a party and is not intended to increase the rights of the Agent or the obligations of Grantor beyond the rights and obligations contained in the Credit Agreement and the other Loan Documents to which Grantor is a party. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents to which Grantor is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Unless otherwise defined herein or the context otherwise requires, terms used in this agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Credit Agreement, the provisions of the Credit Agreement shall take precedence over those contained herein. This instrument, document or agreement may be sold, assigned or transferred by the Agent in accordance with the terms of the Credit Agreement.

This agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same Agreement.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the state of New York applicable to contracts made and performed in that state; provided, that if the laws of any jurisdiction other than the state of New York shall govern in regard to the validity, perfection or effect of perfection of any lien or in regard to procedural matters affecting enforcement of any liens in collateral, such laws of such other jurisdictions shall continue to apply to that extent; provided, further, that the Agent and the Secured Parties shall retain all rights arising under federal law of the United States of America.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer on this 14th day of November, 2013.

APS, LLC

Per: 

Name: Tim Randick

Title: Treasurer

Acknowledged:

ROYAL BANK OF CANADA,
as the Agent

Per: _____

Name:

Title:

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer on this 11 day of November 2013.

APS, LLC

Per: _____

Name:

Title:

Acknowledged:

ROYAL BANK OF CANADA,
as the Agent

Per: _____

Name:

Title:

**SCHEDULE 1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

A. Trademarks

See Attachment

B. Copyrights

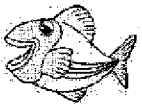



NONE.

C. Patents

Application Number	Filing Date	Inventor(s)	Title	Country
13/495,799	June 13, 2012	Michael F. Vieira Brett Moreau Mark A. Brodeur Robert Myatt	APPARATUSES FOR PRODUCING FOOD PRODUCTS FROM FISH AND CHICKEN SHIMS AND ASSOCIATED SYSTEMS AND METHODS	US
13170912.3	June 6, 2013	Michael F. Vieira Brett Moreau Mark A. Brodeur Robert Myatt	APPARATUSES FOR PRODUCING FOOD PRODUCTS FROM FISH AND CHICKEN SHIMS AND ASSOCIATED SYSTEMS AND METHODS	EP
2,814,664	June 12, 2013	Michael F. Vieira Brett Moreau Mark A. Brodeur Robert Myatt	APPARATUSES FOR PRODUCING FOOD PRODUCTS FROM FISH AND CHICKEN SHIMS AND ASSOCIATED SYSTEMS AND METHODS	CA



Schedule of Trademarks



U.S. Trademarks

Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
BAYSIDE BISTRO	Registered	75/620882	14-Jan-1999	2336809	28-Mar-2000
FRIONOR	Registered	71/666509	17-May-1954	605559	03-May-1955
"Tail - r - Cut"	Registered	72/307640	18-Sep-1968	878333	07-Oct-1969
"TENDER CRISP"	Registered	73/430497	16-Jun-1983	1304001	06-Nov-1984
BUNCH O' CRUNCH	Registered	73/643431	06-Feb-1987	1459404	29-Sep-1987
	Registered	73/763035	10-Nov-1988	1553065	22-Aug-1989
FRIONOR FISHFRIES	Registered	73/832194	18-Oct-1989	1597664	22-May-1990
OCEAN CUTS	Registered	78/526603	03-Dec-2004	3313526	16-Oct-2007
	Registered	72/044813	28-Jan-1958	677424	21-Apr-1959
BATTER 'N BREW	Registered	75/416860	12-Jan-1998	2246731	18-May-1999
OVEN CRISPY	Registered	75/774452	12-Aug-1999	2401820	07-Nov-2000
ARCTIC CAPE	Registered	78/222558	06-Mar-2003	2805047	13-Jan-2004
NORTH CAPE	Registered	78/224491	12-Mar-2003	2802567	06-Jan-2004
ARCTIC CAPE	Registered	77/710375	09-Apr-2009	3744021	02-Feb-2010
FROM THE COLDEST WATERS COME THE HOTTEST IDEAS	Registered	78/639392	27-May-2005	3419982	29-Apr-2008
CAPTAIN'S COLOSSAL	Registered	78/578466	02-Mar-2005	3128067	08-Aug-2006
BIG SKILLET	Registered	78/578478	02-Mar-2005	3124868	01-Aug-2006
SEASWIRLS	Registered	78/937509	26-Jul-2006	3390195	26-Feb-2008
AMERICAN FRESH BRAND	Registered	77/195395	01-Jun-2007	3539048	25-Nov-2008
HEARTHIDE CLASSICS	Registered	77/366580	08-Jan-2008	3541550	02-Dec-2008
	Registered	77/576356	23-Sep-2008	3618933	12-May-2009
	Registered	77/633758	16-Dec-2008	3723602	08-Dec-2009
CAPE COD STYLE	Registered	77/725823	30-Apr-2009	3999893	19-Jul-2011
MARINER'S SELECT	Registered	77/806935	18-Aug-2009	3891016	14-Dec-2010


PANK-O-LICIOUS	Registered	77/866017	05-Nov-2009	3843058	31-Aug-2010
HEART OF THE OCEAN	Registered	77/898069	21-Dec-2009	3887838	07-Dec-2010
	Allowed	85/638228	30-May-2012		
FISHERMAN'S CHOICE	Allowed	85/360269	30-Jun-2011		
COASTAL HARVEST	Registered	85/360296	30-Jun-2011	4234857	30-Oct-2012
CAPTAIN'S PRIDE	Allowed	85/360334	30-Jun-2011		
	Registered	85/432950	27-Sep-2011	4273084	08-Jan-2013
	Registered	85/433010	27-Sep-2011	4273085	08-Jan-2013
CATCH THE EXCITEMENT	Allowed	85/471733	14-Nov-2011		
A STEP AHEAD	Allowed	85/471814	14-Nov-2011		
	Registered	76/252772	08-May-2001	2679928	28-Jan-2003
HEALTHY CATCH	Registered	76/631231	14-Feb-2005	3086002	25-Apr-2006
CRUNCHY SWEET POTATO	Registered	85/569035	14-Mar-2012	4290446	12-Feb-2013
MEDITERRANEAN HARVEST	Allowed	85/671931	09-Jul-2012		
ICEHOUSE	Allowed	85/671906	09-Jul-2012		
	Registered	85/840000	04-Feb-2013	4388162	20-Aug-13
AMERICAN PRIDE SEAFOODS	Pending	85/804520	17-Dec-2012		
	Pending	85/804546	17-Dec-2012		

Canadian Trademarks

Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
	Registered	1014527	06-May-1999	TMA548652	25-Jul-2001
	Registered	1014528	06-May-1999	TMA548651	25-Jul-2001

	Pending	1638106	02-Aug-2013		
AMERICAN PRIDE SEAFOODS	Pending	1627966	23-May-2013		
	Pending	1627965	23-May-2013		

Trademarks in Mexico

Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
	Pending	1399619	05-Aug-2013		
BUNCH O' CRUNCH	Registered	717239	13-May-2005	905776	27-Oct-2005