

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Slade Gorton & Co., Inc.		06/12/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place, 19th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3982359	GOOD FOR YOU GOOD FOR THE PLANET	
Registration Number:	4278700		
Registration Number:	2066689	SEA TASTY	
Registration Number:	1735059	SEA SALAD	
Registration Number:	1598806	ICYBAY	
Registration Number:	3821216	ROCKY BAY	
Registration Number:	2298341	ROCKY BAY	
Registration Number:	3670626	ICYBAY SINCE 1928 PREMIUM QUALITY FINE S	
Registration Number:	2304855	UPREIT ALLIANCE PARTNERS	
Registration Number:	2011218	PARTNERS IN SEAFOOD SERVICE WORLDWIDE	
Registration Number:	1665942		
Registration Number:	2870516	WATER LILY	
Registration Number:	2554160	GOURMET BAY	
Registration Number:	2844714	THE FINEST AND WIDEST LINE OF SEAFOOD AN	
Registration Number:	3857548	SLAMMIN' SALMON SLIDERS	
Registration Number:	4194780	WELL RAISED	
Serial Number:	85772282	NAKED FISH	
Serial Number:	85772317	COOLFISH	
Registration Number:	4525403	SEAFOOD MADE SIMPLE	
TRADEMARK			

OP \$640.00 3982359

Property Type	Number	Word Mark
Serial Number:	85912225	AMERICA'S ORIGINAL SEAFOOD FAMILY
Registration Number:	1663535	FRESH TODAY FLAVOR
Registration Number:	3320153	MANTA RAY BAY
Registration Number:	3353488	MANTA RAY BAY
Serial Number:	85772301	COOL FISH
Registration Number:	2034855	SEAFOOD MADE SIMPLE

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F150308

NAME OF SUBMITTER: Lisa A. Cobbett

SIGNATURE: /Lisa A. Cobbett/

DATE SIGNED: 06/16/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of June, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 12, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among SG Seafood Holdings, Inc., as parent ("Parent"), Slade Gordon & Co., Inc., as a borrower ("Slade Gorton"), SG Realty of Southern Florida LLC, as a borrower ("SG Realty"), and certain other parties hereto that become borrowers hereunder (together with Slade Gorton and SG Realty, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 12, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6 COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

GRANTOR:

SLADE GORTON & CO., INC.

By: 
Name: Kimberly Gorton
Title: President


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005303 FRAME: 0069

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 

Name: Michael J. Mercier

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005303 FRAME: 0070

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Jurisdiction</u>	<u>Application/Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	3,982,359	6/21/11	3/4/10	Slade Gorton & Co., Inc.	GOOD FOR YOU GOOD FOR THE PLANET
United States	4,278,700	1/22/13	5/02/12	Slade Gorton & Co., Inc.	TRADEADDRESS BOX
United States	2,066,689	6/3/97	3/8/96	Slade Gorton & Co., Inc.	SEA TASTY
United States	1,735,059	11/24/92	2/7/92	Slade Gorton & Co., Inc.	SEA SALAD
United States	1,598,806	5/29/90	7/6/89	Slade Gorton & Co., Inc.	ICYBAY
United States	3,821,216	7/20/10	12/3/09	Slade Gorton & Co., Inc.	ROCKY BAY
United States	2,298,341	12/7/99	1/29/99	Slade Gorton & Co., Inc.	ROCKY BAY
United States	3,670,626	8/18/09	7/08/08	Slade Gorton & Co., Inc.	ICYBAY SINCE 1928 PREMIUM QUALITY FINE SEAFOODS design
United States	2,304,855	2/4/97	3/30/95	Slade Gorton & Co., Inc.	SEAFOOD MADE SIMPLE
United States	2,011,218	10/22/96	3/30/95	Slade Gorton & Co., Inc.	PARTNERS IN SEAFOOD SERVICE WORLDWIDE
United States	1,665,942	11/26/91	8/10/90	Slade Gorton & Co., Inc.	FISHERMAN design
United States	2,870,516	8/3/04	11/8/02	Slade Gorton & Co., Inc.	WATER LILY

United States	2,554,160	3/26/02	11/30/00	Slade Gorton & Co., Inc.	GOURMET BAY
United States	2,844,714	5/25/04	11/18/02	Slade Gorton & Co., Inc.	THE FINEST AND WIDEST LINE OF SEAFOOD ANYWHERE
United States	3,857,548	10/5/10	12/15/08	Slade Gorton & Co., Inc.	SLAMMIN' SALMON SLIDERS
United States	4,194,780	8/21/12	3/26/12	Slade Gorton & Co., Inc.	WELL RAISED
United States	85,772,282		11/6/12	Slade Gorton & Co., Inc.	NAKED FISH
United States	85,772,317		11/6/12	Slade Gorton & Co., Inc.	COOLFISH
United States	4,525,403	5/6/14	9/20/13	Slade Gorton & Co., Inc.	SEAFOOD MADE SIMPLE design
United States	85,912,225		4/23/13	Slade Gorton & Co., Inc.	AMERICA'S ORIGINAL SEAFOOD FAMILY
United States	1,663,535			Slade Gorton & Co., Inc.	FRESH TODAY FLAVOR
United States	3,320,153			Slade Gorton & Co., Inc.	MANTA RAY BAY
United States	3,353,488			Slade Gorton & Co., Inc.	MANTA RAY BAY
United States	85,772,301			Slade Gorton & Co., Inc.	COOL FISH

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None