

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331254

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HIGH LINER FOODS (USA) INCORPORATED		02/03/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Serial Number:</b>	75653829	C. WIRTHY & CO.

## CORRESPONDENCE DATA

Fax Number: 2123037064

*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: 212.318.6824

Email: christinedionne@paulhastings.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

<b>ATTORNEY DOCKET NUMBER:</b>	78436.00016 (TERM)
<b>NAME OF SUBMITTER:</b>	Christine Dionne
<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	02/05/2015

## Total Attachments: 10

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**Trademark Security Agreement**

This **TRADEMARK SECURITY AGREEMENT** (as amended, modified or supplemented from time to time, this “Agreement”) is made on February 3, 2015, by **HIGH LINER FOODS (USA), INCORPORATED**, a Delaware corporation (the “Grantor”) and **ROYAL BANK OF CANADA**, in its capacity as Administrative Agent and Collateral Agent (in such capacity, together with any successor agent, the “Agent”) for the Secured Parties (as such term is defined below).

**Recitals:**

WHEREAS, pursuant to that certain Amended and Restated Term Loan Credit Agreement dated as of April 24, 2014 (as from time to time amended, restated, supplemented or otherwise modified, the “Term Credit Agreement”) by and among, amongst others, High Liner Foods Incorporated, as Borrower, each of the Borrower’s other Subsidiaries from time to time party thereto, as Guarantors, the Lenders, and the Agent, the Lenders have agreed to make certain credit facilities available to the Borrower;

WHEREAS, in order to induce the Lenders to make the Term Loans and make available the Incremental Term Loans as provided in the Term Credit Agreement, the Grantor (i) has executed and delivered to the Agent, for itself and the ratable benefit of Secured Parties, an Assumption Agreement dated as of the date hereof under which it will become a party as an additional Grantor to that certain Security Agreement in which the Grantors therein have granted a continuing security interest in and lien upon substantially all of its personal property, which Security Agreement is governed by the laws of the State of New York, dated as of December 19, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”) and (ii) has also agreed to grant a continuing security interest in and lien upon and right of set-off against the Trademark Collateral (as hereinafter defined) to Agent, for the benefit of the Secured Parties, to secure the payment and performance of all of the Grantor Obligations (as defined in the 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, the Grantor hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined herein, shall have the meanings ascribed to them in the Term Credit Agreement or the Security Agreement, as applicable. Capitalized terms used herein and defined in the UCC or the PPSA shall have the same meanings as in the UCC or the PPSA unless the context otherwise requires; provided, that to the extent the UCC is used to define a term herein and such term is defined differently in different Articles of the UCC, the definition contained in Article 9 of the UCC shall control. The word “including” shall be understood to mean “including, without limitation”. The following terms shall have the following meanings:

(a) “Lenders” means, the financial institutions from time to time party to the Term Credit Agreement, as lenders; and “Lender” means any one of them; and

(b) “Secured Parties” means, collectively, the Agent, each Lender and Royal Bank of Canada; and “Secured Party” means any one of them.

2. As security for the prompt payment and performance of the Grantor Obligations, the Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon, and right of set-off against, all of the Grantor’s right, title and interest in and to all of the following property of the Grantor, whether now owned or existing or hereafter created, acquired or arising (the “Trademark Collateral”):

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, the Trademarks listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all extensions or renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iv) all rights corresponding thereto throughout the world;

(b) all of the goodwill of the Grantor’s business connected with and symbolized by the foregoing; and

(c) all proceeds of the foregoing.

To the extent that the granting of a security interest in a trademark or service mark application filed in the United States Patent and Trademark Office on the basis of a Grantor’s intent to use such trademark or service mark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1060) (the “Lanham Act”)) would render such trademark or service mark (or the application therefore) invalid or unenforceable, then the security interest granted under this Agreement shall not attach to such trademark or service mark application filed on the basis of the Grantor’s intent to use such trademark or service mark until such time as (A) an amendment is filed under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed under section 1(d) of the Lanham Act.

3. The Grantor covenants with and warrants to Agent that:

(a) Each of the Trademarks now or hereafter made part of Exhibit A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) The Grantor authorizes the filing of this Agreement with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and any other applicable filing office of the United States of America or otherwise (collectively, the “PTO”);

(c) To the best knowledge of the Grantor, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Grantor is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; and

(e) The Grantor is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademarks listed under the Grantor's name, now or hereafter made part of Exhibit A, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Grantor not to sue third Persons, except Permitted Liens or otherwise expressly permitted pursuant to the Term Credit Agreement).

4. The Grantor covenants and agrees with Agent that the Grantor will maintain the quality of the products associated with the Trademarks held by the Grantor, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Grantor

5. If, before the full and final payment of the Grantor Obligations, the Grantor shall obtain rights to any new trademarks, any trademark application or the renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto and the Grantor shall give to Agent prompt notice in writing of applications and registrations filed or acquired by the Grantor and shall deliver an amendment to Exhibit A hereof for filing by the Agent with the PTO.

6. Until full and final payment of the Grantor Obligations, the Grantor irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 5 hereof and to file such amendment with the PTO.

7. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement, the Term Credit Agreement and the other Loan Documents, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without other notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to the Grantor, each of which the Grantor hereby expressly waives, and without advertisement (except as otherwise provided by applicable law), collect directly any payments due to the Grantor in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Trademark Collateral, or any interest which the Grantor may have therein. The Grantor hereby agrees that at least ten (10) days prior notice by the Agent of the time and place of any public sale or of the time after which a private sale may take place shall constitute reasonable notification and specifically such notice shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the UCC (provided that, Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given and that Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned); provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Grantor, which right the Grantor hereby waives and

releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by the Agent in enforcing its rights hereunder (including, without limitation, all attorney's fees), Agent shall apply the remainder of such proceeds to the payment of the Grantor Obligations, in such order or manner as may be authorized or required by the Term Credit Agreement. If any deficiency shall arise, the Grantor and each Guarantor of the Grantor Obligations (to the extent of its Guarantee) shall remain jointly and severally liable therefor.

8. The Grantor hereby makes, constitutes and appoints Agent, and in Agent's sole discretion, any of its officers or agents, as the Grantor's true and lawful attorney in fact, with full power to do any or all of the following: to endorse the Grantor's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the full and final payment of the Grantor Obligations (other than contingent obligations for which no claim has been asserted).

9. Notwithstanding anything to the contrary contained in paragraph 7 hereof, Agent shall have the right, at any time upon the occurrence and continuance of an Event of Default, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Trademarks or license hereunder, in either of which events the Grantor shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent in aid of such enforcement or defense and the Grantor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 9.

10. If the Grantor fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Agent may discharge such obligations in the Grantor's name or in Agent's name, in Agent's sole discretion, but at the Grantor's expense, and the Grantor agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable counsels' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

11. Neither Agent nor any other Secured Party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Agent and then only to the extent therein set forth. A waiver by Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Agent or any other Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

12. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

13. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. This Agreement has been executed and delivered by the Grantor for the purpose of setting forth certain rights and remedies in respect of the Trademark Collateral and for the purpose of recording the security interest of Agent in the Trademark Collateral with the PTO, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Agent therein) shall remain in full force and effect in accordance with their terms.

15. This Agreement is to be read, construed and applied together with the Term Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, the other Secured Parties and the Grantor with respect to the matters referred to herein and therein. In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Term Credit Agreement or the Security Agreement the terms of the Term Credit Agreement or the Security Agreement, as applicable, shall control. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Agent and the Grantor, or as provided in paragraph 11 hereof.

16. This Agreement and all obligations of the Grantor hereunder shall be binding upon the successors and assigns of the Grantor (including the Grantor as debtor-in-possession) and shall, together with the rights and remedies hereunder of Agent, for the benefit of Agent and the other Secured Parties, inure to the benefit of Agent and the other Secured Parties, all future holders of any instrument evidencing any of the Grantor Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Grantor Obligations or any portion thereof or interest therein shall in any manner affect the Liens granted hereunder to Agent, for the benefit of Agent and the other Secured Parties. The Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement except as otherwise expressly permitted under the Term Credit Agreement.

17. The Grantor hereby waives notice of Agent's acceptance hereof.

18. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, 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.

19. EACH OF THE GRANTOR, THE SECURED PARTIES AND THE AGENT IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. EACH OF THE GRANTOR, THE SECURED PARTIES AND THE AGENT AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

20. 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.

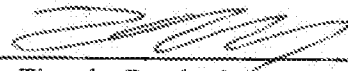
21. The Grantor expressly acknowledges and agrees that the Intercreditor Agreement is solely for the benefit of the parties thereto, and notwithstanding the fact that the exercise of certain of the Agent's rights under the Loan Documents may be subject to the Intercreditor Agreement, no action taken or not taken by the Agent or any Secured Party in accordance with the terms of the Intercreditor Agreement shall constitute, or be deemed to constitute, a waiver by the Agent or any Secured Party of any rights they have with respect to the Grantor under any Loan Document and except as specified herein, nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement and the other Loan Documents, which, as among the Grantor, the Agent and the Secured Parties shall remain in full force and effect.

*[Remainder of page intentionally left blank; signatures on following page]*



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

**HIGH LINER FOODS (USA),  
INCORPORATED,**  
as Grantor

By:   
Name: Timothy Rorabeck  
Title: Vice President and Secretary

Accepted:

ROYAL BANK OF CANADA,  
as Agent


By:   
Name: Yvonne Brazeau  
Title: Manager, Agency

EXHIBIT A

**Trademarks**

<b>Trademark</b>	<b>Status</b>	<b>Serial. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
C. WIRTHY & CO.	Registered	75653829	03/04/1999	2311935	01/25/2000

EXHIBIT B

**Certificate**

The undersigned officer of **HIGH LINER FOODS (USA), INCORPORATED** (“Grantor”), DOES HEREBY CERTIFY to **ROYAL BANK OF CANADA** (“Agent”) as administrative agent and collateral agent for certain parties from time to time party to the Term Credit Agreement among Agent, the various financial institutions parties thereto from time to time as lenders, High Liner Foods Incorporated, as Borrower and the Subsidiaries of the Borrower from time to time party thereto, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated February 3, 2015, among Grantor and Agent (as amended from time to time to include future trademarks and trademark applications) (the “Agreement”), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Grantor, this \_\_ day of [\_\_\_\_], 20\_\_.

**HIGH LINER FOODS (USA),  
INCORPORATED**

By: \_\_\_\_\_

Name:

Title: