

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331255

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |
| <b>SEQUENCE:</b>             | 2                 |

## CONVEYING PARTY DATA

| Name                                    | Formerly | Execution Date | Entity Type           |
|-----------------------------------------|----------|----------------|-----------------------|
| High Liner Foods (USA),<br>Incorporated |          | 02/03/2015     | CORPORATION: DELAWARE |

## RECEIVING PARTY DATA

|                        |                                    |
|------------------------|------------------------------------|
| <b>Name:</b>           | Royal Bank of Canada, as the 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        |
| <b>NAME OF SUBMITTER:</b>      | Christine Dionne   |
| <b>SIGNATURE:</b>              | /Christine Dionne/ |
| <b>DATE SIGNED:</b>            | 02/05/2015         |

## Total Attachments: 5

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**WHEREAS** High Liner Foods (USA), Incorporated, a Delaware corporation (the **Grantor**) owns the intellectual property described in Schedule 1 annexed hereto;

**WHEREAS** Grantor is party to that third amended and restated credit agreement dated as of April 24, 2014 (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, the Grantor, ISF (USA), LLC (formerly Icelandic USA, Inc.) and APS, LLC, 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 Secured Parties (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 December 19, 2011 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.

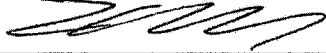
This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 3<sup>rd</sup> day of February, 2015.

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

Per: 

Name: TIMOTHY RORABEK

Title: VICE PRESIDENT AND SECRETARY

Per: \_\_\_\_\_

Name:

Title:

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 \_\_\_\_\_ day of February, 2015.


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

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

**ROYAL BANK OF CANADA,**  
as the Agent

Per: \_\_\_\_\_  
Name:  Yvonne Beaudry  
Title: Manager, Agency

**SCHEDULE 1  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**A. Trademarks**

| <b>Trademark Name</b> | <b>Reg Number</b> | <b>Trademark Status</b> | <b>Country Name</b> | <b>Registration Date</b> | <b>Owner</b>                |
|-----------------------|-------------------|-------------------------|---------------------|--------------------------|-----------------------------|
| C. Wirthy & Co.       | 75653829          | Registered              | USA                 | 01/25/2000               | High Liner Foods (USA) Inc. |

**B. Copyrights**

NONE.

**C. Patents**

NONE.