

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341819

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WATKINS MOTOR LINES, INC.		04/30/2015	CORPORATION: FLORIDA
OLD LS, INC.		04/30/2015	CORPORATION: FLORIDA
COX'S WHOLESALE SEAFOOD, LLC		04/30/2015	LIMITED LIABILITY COMPANY: FLORIDA
TAMPA MAID FOODS, LLC		04/30/2015	LIMITED LIABILITY COMPANY: FLORIDA
WATKINS ASSOCIATED INDUSTRIES, INC.		04/30/2015	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	600 PEACHTREE STREET, NE
Internal Address:	13th Floor
City:	ATLANTA,
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3061744	COX'S WHOLESALE SEAFOOD, INC., KEY WEST
Registration Number:	3606876	WATKINS TRUCKLOAD SERVICES
Registration Number:	3606873	WATKINS REGIONAL TRUCKLOAD SERVICES
Registration Number:	1771655	TAMPA MAID
Registration Number:	1865893	CAP'N JOE
Registration Number:	1770239	SEA SQUIRE
Registration Number:	4443009	HARVEST CREATIONS BY TAMPA MAID
Registration Number:	1589369	W
Registration Number:	2357744	TAMPA MAID SHRIMP BEER' N BATTER MADE WI
Registration Number:	2205002	DIPT'N DUSTED
Registration Number:	1966544	SHRIMPJAMMERS
Registration Number:	3959759	CRABTEAZERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3959760	SHRIMPTEAZERS
Registration Number:	1475354	WATKINS MOTOR LINES, INC.
Registration Number:	4373165	OUR PROMISE. DELIVERED.
Registration Number:	2813192	GQSE
Registration Number:	1387022	READY RATE
Registration Number:	1906053	TRASH GOLF ASSOCIATION OF AMERICA ESTABL
Registration Number:	4044152	WATKINS MOTOR LINES, INC.
Registration Number:	1758791	WIN
Registration Number:	1053693	KITCHEN READY
Registration Number:	1233772	BUCCANEER
Registration Number:	2892938	TROPIC ISLE
Registration Number:	1683272	ALMOST AIR
Registration Number:	1779245	GQS

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 704 503 2600

Email: vbantug@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 100 N Tryon Street

Address Line 2: Suite 3900

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	11993.015001
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	05/19/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2015 by each of the undersigned (collectively, the "Grantors") in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of August 22, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Watkins Associated Industries, Inc., Wilwat Properties, Inc., the banks and other financial institutions from time to time parties thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Watkins Associated Industries, Inc., certain Subsidiaries and Affiliates of Watkins Associated Industries, Inc., and the Administrative Agent are parties to that certain Second Amended and Restated Security and Pledge Agreement, dated as of August 22, 2014, in favor of the Administrative Agent for the benefit of the Lenders and certain other Secured Parties as provided therein (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Grants of Security Interests in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its rights, title and interests in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Security Agreement

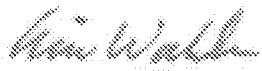
The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WATKINS MOTOR LINES, INC.
OLD LS, INC.
COX'S WHOLESALE SEAFOOD, LLC
TAMPA MAID FOODS, LLC
as Grantors

By: 
Name: Eric S. Wahlen
Title: Treasurer

WATKINS ASSOCIATED INDUSTRIES,
INC.
as Grantor

By: 
Name: Eric S. Wahlen
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 005519 FRAME: 0762

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Name: John G. Taylor
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

GRANTOR	TRADEMARKS	JURISDICTION REGISTERED	FILING DATE	SERIAL NUMBER/REGISTRATION NUMBER
Cox's Wholesale Seafood, LLC	Cox's Wholesale Seafood, Inc., Key West Pink Shrimp	US	8/13/2004	76607715/3061744
Old LS, Inc.	Watkins Truckload Services	US	4/14/2009	77290617/3606876
Old LS, Inc.	Watkins Regional Truckload Services	US	4/14/2009	77289383/3606873
Tampa Maid Foods, LLC	Tampa Maid (& Design)	US	3/26/1992	74259397/1771635
Tampa Maid Foods, LLC	Cap'n Joe (& Design)	US	10/29/1993	74451895/1865893
Tampa Maid Foods, LLC	Sea Squire (& Design)	US	3/26/1992	74259256/1770239
Tampa Maid Foods, LLC	Harvest Creations By Tampa Maid	US	4/1/2013	85891472/4443009
Watkins Associated Industries, Inc.	W & Circle Design	US	3/27/1990	1589369
Tampa Maid Foods, LLC	Tampa Maid Shrimp Beer' N Butter Made with Genuine Draft Beer (& Design)	US	9/3/1999	75792428/2357744
Tampa Maid Foods, LLC	Dipt'n Dusted	US	11/24/1998	75265269/2205002
Tampa Maid Foods, LLC	Shrimpjammers	US	2/13/1995	74633580/1966544
Tampa Maid Foods, LLC	Crabteazers	US	6/10/2010	85060149/3959759
Tampa Maid Foods, LLC	Shrimpteazers	US	6/10/2010	85060150/3959760
Watkins Motor Lines, Inc.	Watkins Motor Lines, Inc. & Checkmark Design	US	2/2/1998	1475354
Watkins Associated Industries, Inc.	Our Promise Delivered	US	12/6/2011	85487851/4373165
Watkins Motor Lines, Inc.	GQSE	US	4/3/2003	78233438/2813192

Watkins Associated Industries, Inc.	Ready Rate	US	5/24/1984	73514976/1387022
Watkins Associated Industries, Inc.	Trash Golf Association of America (& Design)	US	7/18/1995	1906053
Watkins Associated Industries, Inc.	Watkins Motor Lines, Inc. (& Design of a checkmark)	US	10/25/2011	4044152
Watkins Associated Industries, Inc.	WIN	US	3/16/0993	1758791
Tampa Maid Foods, LLC	Kitchen Ready (& Design)	US	3/19/1976	75080933/1053693
Tampa Maid Foods, LLC	Buccaneer (& Design)	US	3/14/1979	73207284/1233772
Tampa Maid Foods, LLC	Tropic Isle	US	10/8/2003	76550079/2892938
Tampa Maid Foods, LLC	Almost Air	US	4/29/1991	74162135/1685272
Tampa Maid Foods, LLC	GQS	US	10/23/1992	74524756/1779245