

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wanchese Fish Company, Inc.		06/05/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	300 Barr Harbor Drive		
Internal Address:	Suite 850		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1362208	OCEAN CHOICE	
Registration Number:	1371543	FRESHNESS YOU EXPECT	
Registration Number:	1498826	CAPT. MALC'S	
CORRESPONDENCE DATA			
Fax Number:			
	<i>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.</i>		
Email:	wayne.fitzpatrick@thomsonreuters.com		
Correspondent Name:	Trevor Harris		
Address Line 1:	208 S. LaSalle Street		
Address Line 2:	CT Corporation		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Andrea Gniadek, Project Assistant		
SIGNATURE:	/Wayne Fitzpatrick/		
DATE SIGNED:	06/09/2015		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wanchese Fish Company, Inc.

- Individual(s)
- Partnership
- Corporation- State: North Carolina
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 5, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association, as Agent

Street Address: 300 Barr Harbor Drive, Suite 850

City: Conshohocken

State: Pennsylvania

Country: USA Zip: 19428

- Individual(s) Citizenship _____
- Association Citizenship National Association
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached

See Schedule A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Trevor Harris

Internal Address: CT Corporation

Street Address: 208 S. LaSalle Street

City: Chicago

State: IL Zip: 60604

Phone Number: 888-829-5817

Docket Number: _____

Email Address: _____

9. Signature: , for Chapman and Cutler LLP

Signature

June 8, 2015

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF TRADEMARK SECURITY INTEREST

This 5th day of June, 2015, Wanchese Fish Company, Inc., a North Carolina corporation ("Grantor"), with its principal place of business and mailing address at 48 Water Street, Hampton, Virginia 23663, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Wells Fargo Bank, National Association, a national banking association ("WFB"), with its mailing address at 300 Barr Harbor Drive, Suite 850, Conshohocken, Pennsylvania 19428, acting as administrative agent for and representative of the Beneficiaries as defined in the Collateral Agreement referred to below, and its successors and assigns (WFB acting as such administrative agent and any successor or assign to WFB acting in such capacity being hereinafter referred to as the "Secured Party"), and grants to the Secured Party for the benefit of the Beneficiaries a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Grantor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Grantor as set out in that certain Collateral Agreement bearing even date herewith among Grantor, the other Grantors party thereto, and the Secured Party, as the same may be amended, modified, or restated from time to time (the "Collateral Agreement").

Notwithstanding anything herein to the contrary, this Grant of Trademark Security Interest shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"), but rather, if and so long as Grantor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Grant of

Trademark Security Interest shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Grant of Trademark Security Interest upon request by the Secured Party.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Collateral Agreement and related documents, and nothing in this Grant of Trademark Security Interest shall be deemed to limit such rights and remedies.

This Grant of Trademark Security Interest may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Grant of Trademark Security Interest by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Grant of Trademark Security Interest shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Grant of Trademark Security Interest will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed as of the date and year last above written.

WANCHESH FISH COMPANY, INC.



By
Name *Glenn Cooke*
Title *President*

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS AGENT

By
Name
Title


IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed as of the date and year last above written.

WANCHESE FISH COMPANY, INC.

By
Name
Title

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS AGENT

By 
Name James J. Trankle
Title Senior Vice President

**SCHEDULE A
TO GRANT OF TRADEMARK SECURITY INTEREST**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Ocean Choice	1,362,208	09/24/1985
Freshness You Expect	1,371,543	11/19/1985
CAPT. MALC'S	1,498,826	08/02/1988

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
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NONE.