

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM351567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omega Sea, LLC		07/30/2015	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	FIRST NATIONAL BANK OF PENNSYLVANIA		
Street Address:	55 Public Square, Suite 1460		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44113		
Entity Type:	Financial Institution: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4093054	OMEGA ONE	
Registration Number:	4093104	OMEGA SEA	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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>			
Phone:	216.348.5744		
Email:	RBANNAN@MCDONALDHOPKINS.COM		
Correspondent Name:	McDonald Hopkins LLC/ CO ROBBIE BANNAN		
Address Line 1:	600 Superior Avenue, SUITE 2100		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	34308-00020		
NAME OF SUBMITTER:	ROBBIE H. BANNAN		
SIGNATURE:	/ROBBIE H. BANNAN/		
DATE SIGNED:	08/15/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 31, 2015 (this "Agreement"), is made by, Omega Sea, LLC, an Ohio limited liability company (the "Grantor"), in favor of FIRST NATIONAL BANK OF PENNSYLVANIA (together with its successor and assigns, the "Lender").

W I T N E S S E T H:

WHEREAS, this Agreement is made pursuant to the Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), between the Grantor, Omega Sea Exports, Inc., a Delaware corporation ("Exports" and along with Grantor, the "Borrowers") and Lender;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Grantor understands that Lender is willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Grantor grant to Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement and each financial accommodation granted to Grantor by Lender;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. 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.

SECTION 2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Grantor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a first priority security interest in all of Grantor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-

how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including (without limitation) all of Grantor's future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. 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.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

OMEGA SEA, LLC,
an Ohio limited liability company

By: [Signature]
Name: Samuel S. Hartwell
Title: Chairman

STATE OF Ohio)
)
COUNTY OF Cuyahoga)

On this 30TH day of July, 2015, before me personally came Samuel S. Hartwell, to me known, who, being by me duly sworn did depose and say that he is the Chairman of Omega Sea, LLC, an Ohio limited liability company, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: _____



MATTHEW POLLACK,
Attorney at Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.93 O.R.C.

Signature page
to Intellectual Property Security Agreement

TRADEMARK
REEL: 005600 FRAME: 0224

FIRST NATIONAL BANK OF
PENNSYLVANIA

By: [Signature]
Name: Matthew Kuchta
Title: VP

STATE OF Ohio)
COUNTY OF Cuyahoga)

On this 30 day of July, 2015, before me personally came Matthew Kuchta, to me known, who, being by me duly sworn did depose and say that he is a Vice President of FIRST NATIONAL BANK OF PENNSYLVANIA, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: 1-8-18

KAREN M. RIMAR
Notary Public, State of Ohio
Resident of Cuyahoga County
My Commission Expires Jan. 8, 2018

Signature page
to Intellectual Property Security Agreement

**Schedule I
to Intellectual Security Agreement**

Patents:

Country	Title	Application No./ Filing Date	Patent No./ Issue Date
United States	Flaked fish food made from raw fish	09/359,824 07/23/1999	6,207,202 03/27/2001

Trademarks:

Country	Title	Application No./ Filing Date	Registration No./ Registration Date
United States	Omega One	81/177,779 11/16/2010	4093054 1/31/2012
United States	Omega Sea	85/194,990 12/10/2010	4093104 1/31/2012