

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM351966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Seafoods Group LLC		08/19/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2446365	A	
Registration Number:	2103050	AMERICAN SEAFOODS COMPANY	
Registration Number:	1626151	AMERICAN SEAFOODS-PRIDE OF THE SEA	
Registration Number:	1633319	PRIDE OF THE SEA	
Registration Number:	1633317	PRIDE OF THE SEA	
Registration Number:	3869990	PACIFIC LONGLINE COMPANY LLC W S E	
Registration Number:	4340103	54°N	
Serial Number:	86392912	A AMERICAN SEAFOODS CAUGHT, CUT & FROZEN	
Serial Number:	86392938	A AMERICAN SEAFOODS CAUGHT, CUT & FROZEN	
Serial Number:	85837600	OCEAN DOG	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Adam D. Siegartel		
Address Line 1:	Proskauer Rose LLP		

CH \$265.00 2446365

Address Line 2:	Eleven Times Square
Address Line 4:	New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-179
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NAME OF SUBMITTER:	Adam D. Siegartel
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SIGNATURE:	/Adam D. Siegartel/
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DATE SIGNED:	08/19/2015
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Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2015, is made by the entity listed on the signature page hereof (the “**Grantor**”), in favor of Ares Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 19, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among American Seafoods Group LLC, a Delaware limited liability company (“**Borrower**”), ASG Parent LLC, a Delaware limited liability company, as Holdings, and the Lenders from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Second Lien Guaranty and Security Agreement, dated as of August 19, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower and the other Loan Parties; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the 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, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest 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 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

provided, however, that the Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement; Intercreditor Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything herein to the contrary, the liens and security interest granted to the Administrative Agent pursuant to this Trademark Security Agreement, the exercise of any right or remedy by the Administrative Agent with respect thereto and certain rights of the Administrative Agent hereunder are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement, dated as of August 19, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between Ares Capital Corporation, as First Lien Agent, and Ares Capital Corporation, as Second Lien Agent, and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Second Lien Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Second Lien Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

[Signature Pages Follow]

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

AMERICAN SEAFOODS GROUP LLC

By  _____

Name: Brad Bodenman

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By 

Name:

Title:


Penni Roll

Authorized Signatory





SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT




Trademark Registrations

1. REGISTERED TRADEMARKS


<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Applicati on Number</u>	<u>Filing Date</u>	<u>Registrati on Number</u>	<u>Registration Date</u>	<u>Owner</u>
Bulgaria	54°N	Registered	123407	4/17/2012	85135	8/8/2013	American Seafoods Group LLC
China		Registered	9152155	2/25/2011	9152155	9/7/2012	American Seafoods Group LLC
China		Registered	13661138	12/4/2013	13661138	3/14/2015	American Seafoods Group LLC
China	OCEAN BURGER (BLOCK)	Registered	10774440	4/16/2012	10774440	7/7/2013	American Seafoods Group LLC
China	54°N	Registered	10774441	4/16/2012	10774441	7/7/2013	American Seafoods Group LLC




European Community	OCEAN BURGER (BLOCK)	Registered	10802064	4/12/2012	010802064	5/8/2013	American Seafoods Group LLC
European Community	54°N	Registered	10581957	1/23/2012	10581957	6/20/2012	American Seafoods Group LLC
Hong Kong	54°N	Registered	302219689	4/12/2012	302219689	2/8/2013	American Seafoods Group LLC
Indonesia	THE VALUE IS IN THE FRESHNESS (BLOCK)	Registered	D002011004916	2/9/2011	IDM000375575	11/20/2012	American Seafoods Group LLC
Japan	THE VALUE IS IN THE FRESHNESS (BLOCK)	Registered	2011-6474	2/2/2011	5422891	7/1/2011	American Seafoods Group LLC
Japan	OCEAN BURGER (BLOCK)	Registered	2012-029410	4/13/2012	5503043	6/22/2012	American Seafoods Group LLC
Laos	THE VALUE IS IN THE FRESHNESS	Registered	23187	2/2/2011	22550	7/12/2011	American Seafoods Group

	(BLOCK)						LLC
Norway	54° 	Registered	20120405 1	4/17/2012	266946	8/31/2012	American Seafoods Group LLC
Singapore	54° 	Registered	T12/0526 7F	4/12/2012	T1205267 F	8/24/2012	American Seafoods Group LLC
South Korea	OCEAN BURGER (BLOCK)	Registered	40-2012- 0024810	4/16/2012	40- 1012211	12/11/2013	American Seafoods Group LLC
Taiwan	54° 	Registered	10101959 6	4/12/2012	01589192	7/16/2013	American Seafoods Group LLC
United States		Registered	76/019150	4/6/2000	2446365	4/24/2001	American Seafoods Group LLC
United States	AMERICAN SEAFOODS COMPANY (BLOCK)	Registered	75/143151	7/23/1996	2103050	10/7/1997	American Seafoods Group LLC

United States		Registered	74/048188	4/12/1990	1626151	12/4/1990	American Seafoods Group LLC
United States	PRIDE OF THE SEA (BLOCK)	Registered	74/030254	2/20/1990	1633319	1/29/1991	American Seafoods Group LLC
United States	PRIDE OF THE SEA 	Registered	73/839604	11/15/1989	1633317	1/29/1991	American Seafoods Group LLC
United States		Registered	77/968114	3/25/2010	3869990	11/2/2010	American Seafoods Group LLC
United States	54°N	Registered	85/979083	1/12/2012	4340103	5/21/2013	American Seafoods Group LLC

2. TRADEMARK APPLICATIONS

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Applicati on Number</u>	<u>Filing Date</u>	<u>Registrati on Number</u>	<u>Registration Date</u>	<u>Owner</u>
United States	 AMERICAN SEAFOODS CAUGHT, CUT & FROZEN in the USA	Pending	86/392912	9/12/2014			American Seafoods Group LLC

United States		Pending	86/392938	9/12/2014			American Seafoods Group LLC
Brazil	54°N	Published	90479178 5	5/10/2012			American Seafoods Group LLC
Canada	OCEAN DOG (BLOCK)	Allowed	1628009	5/23/2013			American Seafoods Group LLC
European Community		Published	13797634	3/5/2015			American Seafoods Group LLC
European Community		Published	13797576	3/5/2015			American Seafoods Group LLC
United States	OCEAN DOG (BLOCK)	Allowed	85/837600	1/31/2013			American Seafoods Group LLC