

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AQUA STAR (USA), CORP.		07/03/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS AGENT		
Street Address:	333 S. HOPE ST., SUITE 1300		
Internal Address:	ATTN: PORTFOLIO MANAGER		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	NATIONAL BANK: NORTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3308292	AQUA STAR	
Registration Number:	3319629	AQUA STAR RESERVE	
Registration Number:	3730107	DINNER CUT	
Registration Number:	2029683	OCEAN BISTRO	
Registration Number:	3381492	PURE & NATURAL	
Registration Number:	3320496	STAR CUT	
Registration Number:	3182565	STARSYSTEM	
Registration Number:	3178047	WHEN YOU CAN'T CATCH YOUR OWN	
Serial Number:	85424202	COASTAL CREATIONS	
Serial Number:	85430958	ECO CATCH	
Serial Number:	85378825	SEAFOOD FOREVER	
Serial Number:	85424203	STAR ZONE	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
TRADEMARK			

CH \$315.00 3308292

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
Address Line 1: 333 S. Hope St., 43rd Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 0BN1-151612

NAME OF SUBMITTER: Julie Cravitz

SIGNATURE: /julie cravitz/

DATE SIGNED: 09/18/2015

Total Attachments: 19

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT dated as of July 3, 2015, is entered into by AQUA STAR (USA), CORP., a Washington corporation (formerly known as Admiralty Island Fisheries, Inc.) ("Debtor"), having an office at 2025 First Avenue, Suite 200, Seattle, Washington 98121, in favor of Secured Party (as defined below), which is represented by Bank of America, N.A., as Agent ("Agent"), with an office at 333 South Hope Street, Suite 1300, Los Angeles, California 90071, with reference to the following facts:

RECITALS

A. Aqua Star (USA), Corp., a Washington corporation ("Borrower") has agreed to enter into that certain Loan and Security Agreement dated as of July 3, 2015 (as extended, modified, renewed, restated, supplemented or amended, the "Loan Agreement"), with each lender from time to time party thereto (each a "Lender" and collectively, the "Lenders"), and Bank of America, N.A., as Agent ("Agent"), pursuant to which certain credit facilities are being made available to Borrower.

B. In connection with the Loan Agreement and as a condition to the availability of the credit facilities being made available thereunder, Debtor is required to enter into this Patent and Trademark Security Agreement (as originally executed or as it may from time to time be extended, modified, renewed, restated, supplemented or amended, the "Agreement"), and to grant a security interest in all of Debtor's present and future Collateral (as defined below) to Secured Party as herein provided to secure, among other things, the Secured Obligations (as defined below).

C. Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the patents and the applications therefor described in Schedule A annexed hereto and made a part hereof, and the trademarks, trade names, terms, designs and applications therefor described in Schedule B annexed hereto and made a part hereof.

AGREEMENT

1. DEFINED TERMS. Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the meanings given those terms in the Loan Agreement as though set forth herein in full. The following terms shall have the meanings respectively set forth after each:

"Secured Party" means collectively, Agent (for itself and in its capacity as Agent), the Lenders, Issuing Bank and the Secured Bank Product Providers, and each of them, and any one or more of them. Subject to the terms of the Loan Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by Agent.

2. SECURITY INTEREST

NOW, THEREFORE, in order to induce Secured Party to enter into the Loan Documents to provide the aforementioned financing to Debtor and in consideration thereof, Debtor hereby grants to Secured Party a security interest in:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any patents, whether foreign or domestic; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or any other jurisdiction or country and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule A hereto (the "Patents");

(b) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule B hereto (the "Trademarks");

(c) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

(d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Patents, Trademarks or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

3. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of any and all present and future Obligations of Debtor to Secured Party, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing or due or to become due, including, without limitation, under or in connection with the Loan Agreement and each of the Loan Documents, as each may be modified, amended, supplemented or replaced from time to time (all the foregoing hereinafter referred to as the "Secured Obligations").

4. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Secured Obligations are outstanding):

A. All of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered patents and trademarks including without limitation the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Liens (as defined in the Loan Agreement).

B. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of, any of the Collateral without the prior written consent of Secured Party, which will not be unreasonably withheld.

C. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party an original of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

E. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from Secured Party, and shall be payable on demand together with interest at the applicable rate set forth in the Loan Documents and shall be part of the Secured Obligations secured hereby.

F. As of the date hereof, Debtor does not have any Patents or Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

G. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Patent or Trademark.

H. Debtor has not abandoned any of the Patents or Trademarks material to the conduct of the business and Debtor will not do any act, nor omit to do any act, whereby the Patents or Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Debtor will render any assistance, as Secured Party may determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Patents or Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use any person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Patents or Trademarks.

K. Debtor assumes all responsibility and liability arising from the use of the Patents or Trademarks by Debtor, and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Patent or Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

L. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor will not change the quality of the products associated with the Trademarks without the Secured Party's prior written consent. Debtor hereby grants to Secured Party the right to visit Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Loan Agreement.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder:

A. Secured Party may make use of any Patents or Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted by Debtor to Secured Party.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 5C hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 4D hereof, one or more instruments of assignment of the Patents or Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Patents and Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Documents, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: Aqua Star (USA), Corp.
2025 First Avenue, Suite 200
Seattle, Washington 98121
Attention: Chief Financial Officer
Telecopy No.: (206) 727-2892

If to Secured Party to Agent: Bank of America, N.A.
333 South Hope Street
Suite 1300
Los Angeles, California 90071
Attention: Portfolio Manager
Telecopy No. (805) 520-2431

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party shall terminate and the Collateral will be reassigned to Debtor, at Debtor's sole expense, when the Secured Obligations owed to Secured Party are paid in full in cash and performed in full and Secured Party shall have no further financing obligations to Debtor under the Loan Documents or otherwise.

7. CHOICE OF LAW; CHOICE OF FORUM; SERVICE OF PROCESS; JURY TRIAL WAIVER

A. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

B. DEBTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER LOS ANGELES, CALIFORNIA, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. DEBTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH OF DEBTOR AND AGENT IRREVOCABLY CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO DEBTOR AND AGENT AT THEIR RESPECTIVE ADDRESSES FOR NOTICES DESIGNATED IN THE GUARANTY AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAIL. Nothing herein shall limit the right of Agent or any other Secured Party to bring proceedings against Debtor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by Agent of any judgment or order obtained in any forum or jurisdiction.

C. If any action or proceeding relating to this Agreement or any other Loan Document is filed in a court sitting in or applying the laws of California, the court shall, and is hereby directed to, make a general reference pursuant to Cal. Civ. Proc. Code §638 to a referee

(who shall be an active or retired judge) to hear and determine all issues in such case (whether fact or law) and to report a statement of decision. Nothing in this Section shall limit any right of Agent or any other Secured Party to exercise self-help remedies, such as setoff, foreclosure or sale of any Collateral, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after any judicial reference. The exercise of a remedy does not waive the right of any party to resort to judicial reference.

D. To the fullest extent permitted by Applicable Law, Debtor waives (a) the right to trial by jury (which Agent and each other Secured Party hereby also waives) in any proceeding or dispute of any kind relating in any way to this Agreement or any other Loan Document; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by Agent on which Debtor may in any way be liable, and hereby ratifies anything Agent may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing Agent to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against Agent or any other Secured Party, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any this Agreement, any other Loan Documents or the transactions relating thereto; and (g) notice of acceptance hereof. Debtor acknowledges that the foregoing waivers are a material inducement to Agent and each other Secured Party entering into the Loan Agreement and the other Loan Documents and that they are relying upon the foregoing in their dealings with Debtor. Debtor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

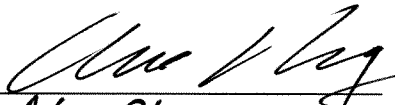
E. No provision of this Section shall limit the right of Agent or any other Secured Party to exercise self-help remedies such as setoff, foreclosure against or sale of any real or personal property collateral or security, or obtaining provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of either party to resort to arbitration or reference. At Agent's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

[Signature page follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

AQUA STAR (USA), CORP.,
a Washington corporation (formerly known
as Admiralty Island Fisheries, Inc.)

By: 
Name: Alex Chang
Title: Secretary

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Robert M. Dalton
Senior Vice President

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

AQUA STAR (USA), CORP.,
a Washington corporation (formerly known
as Admiralty Island Fisheries, Inc.)

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent

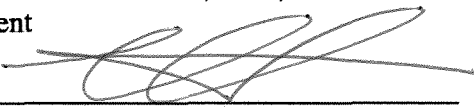
By: 
Robert M. Dalton
Senior Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF _____)
)
COUNTY OF _____) ss.:

KNOW ALL MEN BY THESE PRESENTS, that AQUA STAR (USA), CORP., a Washington corporation (hereinafter "Debtor"), hereby appoints and constitutes BANK OF AMERICA, N.A., in its capacity as Agent for the Secured Party referred to in the Security Agreement described below, and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any patents or trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Patent and Trademark Security Agreement, of even date herewith, by and between Debtor and Secured Party (as originally executed or as it may from time to time be extended, modified, renewed, restated, supplemented or amended, the "Security Agreement"), and may not be revoked until indefeasible payment in full and performance in full of all Debtor's "Secured Obligations", as such term is defined in the Security Agreement and until Secured Party shall have no further financing obligations to Debtor under the Loan Documents (as defined in the Loan Agreement referred to in the Security Agreement) or otherwise. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of June __, 2015.

AQUA STAR (USA), CORP.,
a Washington corporation

By: _____
Name: _____
Title: _____

SCHEDULE A
to
PATENT AND TRADEMARK SECURITY AGREEMENT

[See Attached]

Admiralty Island Fisheries, Inc., d/b/a Aqua Star, and Aqua Star (USA), Corp.
Patents

Patent Title	Application Number	Filing Date	US Patent Number	Date of Patent	Applicant	Atty Docket Number	Publication Number	Publication Date	Status
Pre-portioned Fish Fillet and Method of making Same	11/128,606	05/12/05	US 7,033,265	04/25/06	Michael Henry Girtton	AQST - 05-0001		04/25/06	Patented Case
Pre-Cut Crab legs, Arms and Claws	11/210,971	08/25/05	US 7,066,802	06/27/06	Michael Henry Girtton	AQST - 05-0002		06-27-2006	Lapsed
Freshwater Shrimp and Method of Preparing same for Packaging, Sale and Consumption	11/560,219	11/15/06			Robert Mooney	AQST - 06 -0007			Abandoned
Design Patent Application on Shrimp Ring Package	29/279,328	04/26/07			Michael Henry Girtton	AQST - 06 -0010			Active
Bag for Frozen Seafood Products and the Like	11/772,656	07/02/07			Michael Henry Girtton	AQST - 06-0008	US-2009-0011094-A1		Abandoned

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT

[See Attached]

Admiralty Island Fisheries, Inc., d/b/a Aqua Star
 Active US Trademarks: Updated November 13, 2012

Mann Law Group
 1218 Third Avenue, Suite 1809
 Seattle, Washington 98101
 Telephone: 206-463-0900

Trademark	Ctry	Serial Number	Attorney Docket No.	Reg. Number	Goods and Services	Status
AQUA STAR	USA	78503943	AQST 2-0031849	3308292 10/09/2007	IC 029. US 046. G & S: Seafood; prepackaged processed food consisting primarily of seafood served with vegetables, pasta, or rice.	Section 8 & 15: 10/09/2012 – 10/09/2013 Section 8 & 9: 10/09/2016 – 10/09/2017
AQUA STAR RESERVE	USA	78503936	AQST 2-0031833	3319629 10/23/2007	IC 029. US 046. G & S: Seafood; prepackaged processed food consisting primarily of seafood served with vegetables, pasta, or rice.	Section 8 & 15: 10/23/2012 – 10/23/2013 Section 8 & 9: 10/23/2016 – 10/23/2017
COASTAL CREATIONS	USA	85424202	AQST 11-012		IC 029. US 046. G & S: Seafood, namely, Frozen Seafood not live	SOU deadline 10/10/12 Application Rec'd 11/09/2011 NOA 4/10/12
DINNER CUT	USA	78861396	AQSR 06-0001	3730107 12/22/2009	IC 029. US 046. G & S: Frozen Seafood.	Section 8 & 15: 12/22/2014 – 12/22/2015 Section 8 & 9 : 12/22/2018 – 12/22/2019
ECHO CATCH	USA	85430958	AQST 10-002		IC 029. US 046. G & S: Seafood, namely, Frozen Seafood	SOU deadline 10/24/12 Filed Re-petition 09/23/2011 NOA 4/24/12
OCEAN BISTRO	USA	74692984	AQST 2-13760	2,029,683 01/14/1997	IC 029. US 046. G & S: fresh, frozen or chilled seafood and packaged entrees consisting primarily of seafood. FIRST USE: 19951200. FIRST USE IN COMMERCE: 19960100	Section 8 & 15: 1/14/2002 – 1/14/2003 Section 8 & 9 : 01/14/2007 – 01/14/2008
PURE & NATURAL	USA	77212005	AQST 07-0010	3381492 02/12/2008	IC 029. US 046. G & S: Frozen Seafood	Section 8 & 15: 02/12/2013 – 02/12/2014 Section 8 & 9 : 02/12/2018 – 02/12/2019
SEAFOOD FOREVER	USA	85378825	AQST 11-011		IC 029. US 046. G & S: Seafood, namely, Frozen Seafood	Rec'd Examiner's Amend. Letter 10/12/11. Response rec'd 4/12/11

Admiralty Island Fisheries, Inc., d/b/a Aqua Star
 Active US Trademarks: Updated November 13, 2012

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Trademark	City	Serial Number	Attorney Docket No.	Reg. Number	Goods and Services	Status
STAR CUT	USA	78723407	AQST 05-0003	3320496 10/23/2007	IC 029. US 046. G & S: Pre-cut frozen crab legs, arms and claws. FIRST USE 20051130. FIRST USE IN COMMERCE: 20051130	Section 8 & 15: 10/23/2012 – 12/22/2013 Section 8 & 9: 10/23/2016 – 12/22/2017
STAR ZONE	USA	85424203	AQST 11-013		IC 029. US 046. G & S: Seafood, namely, Frozen Seafood not live including both raw and cooked shrimp	SOU Deadline 10/10/112 Application Recd 9/15/2011 NOA 4/10/2012
STARSYSTEM	USA	78508522	AQST 2-31885	3,182,565 12/12/2006	IC 035. US 100 101 102. G & S: Procurement, namely, purchasing seafood for others; distributorship services, import agency services and electronic processing of orders for others, all in the field of seafood. FIRST USE: 20041000. FIRST USE IN COMMERCE: 20041000	Section 8 & 15: 12/12/2011 – 12/22/2012 Section 8 & 9: 12/12/2015 – 12/22/2016
WHEN YOU CAN'T CATCH YOUR OWN	USA	78506197	AQST 06-005	3,178,047 11/28/2006	IC 029. US 046. G & S: Seafood: prepackaged processed food consisting primarily of seafood served with vegetables, pasta, or rice.	Section 8 & 15: 11/28/2011 – 11/28/2012 Section 8 & 9: 11/28/2015 – 11/28/2016

Active International Trademarks

Title	App No.	Reg No.	Case Status	Due Date	Due Date Desc
PURELY FISH	1426897		Application allowed	2/5/2013	Dec of use/reg. fee due
OCEAN BISTRO	785,685	496,763	Registered	6/26/2013	Next renewal date
SEAFOOD FOREVER	1537231		Application allowed	7/26/2014	Dec of use/reg. fee due
COASTAL CREATIONS	1545497		Application allowed	9/28/2014	Dec of use/reg. fee due
STAR ZONE	1545498		Application allowed	9/28/2014	Dec of use/reg. fee due
AQUA STAR	1248959	668,936	Registered	7/28/2021	Next renewal date
WHEN YOU CAN'T CATCH YOUR OWN	1248962	668,937	Registered	7/28/2021	Next renewal date
AQUASTAR	622,993	390,698	Registered	11/29/2021	Next renewal date
STARSYSTEM	1248958	728,258	Registered	11/13/2023	Next renewal date
AQUA GOLD	749,445	440,652	Registered	3/17/2025	Next renewal date
PURELY SHRIMP	1426899	775,509	Registered	8/25/2025	Next renewal date
AQUA STAR RESERVE	1248960	793,339	Registered	3/21/2026	Next renewal date
CHOICE CUTS •	754,434	460,253	Registered	7/19/2026	Next renewal date
AQUA STAR	799,899	471,436	Registered	2/21/2027	Next renewal date

SCHEDULE C
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Permitted Licenses

NONE

SPECIAL POWER OF ATTORNEY

STATE OF California)
COUNTY OF Los Angeles)

ss.:

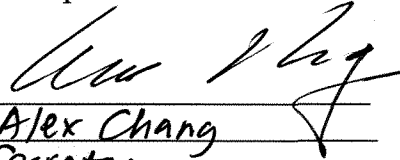
KNOW ALL MEN BY THESE PRESENTS, that AQUA STAR (USA), CORP., a Washington corporation (hereinafter "Debtor"), hereby appoints and constitutes BANK OF AMERICA, N.A., in its capacity as Agent for the Secured Party referred to in the Security Agreement described below, and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any patents or trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Patent and Trademark Security Agreement, of even date herewith, by and between Debtor and Secured Party (as originally executed or as it may from time to time be extended, modified, renewed, restated, supplemented or amended, the "Security Agreement"), and may not be revoked until indefeasible payment in full and performance in full of all Debtor's "Secured Obligations", as such term is defined in the Security Agreement and until Secured Party shall have no further financing obligations to Debtor under the Loan Documents (as defined in the Loan Agreement referred to in the Security Agreement) or otherwise. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of July 3, 2015.

AQUA STAR (USA), CORP.,
a Washington corporation

By: 
Name: Alex Chang
Title: Secretary