

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Keeler & Co., Inc.		11/18/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Alostar Bank of Commerce		
Street Address:	3630 Peachtree Road, NE, Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	State chartered bank: ALABAMA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2419060	BLUE STAR PASTEURIZED CRAB JK JOHN KEELE	
Registration Number:	2961590	AMERICA'S FAVORITE CRABMEAT	
Registration Number:	3711200	OCEANICA	
Registration Number:	3818057	BLUE STAR	
Registration Number:	3858522		
Registration Number:	4525998	ECO-FRESH	
Registration Number:	4573673	SEASSENTIALS	
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:	jonathan.brodhag@bryancave.com		
Correspondent Name:	Jonathan Brodhag/Bryan Cave LLP		
Address Line 1:	301 S. College Street, Suite 3900		
Address Line 2:	One Wells Fargo Center		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-0902		
ATTORNEY DOCKET NUMBER:	0351734		
NAME OF SUBMITTER:	Jonathan Brodhag		
SIGNATURE:	/Jonathan Brodhag/		

CH \$190.00 2419060

DATE SIGNED:	12/09/2015
---------------------	------------

Total Attachments: 5
source=Patent and Trademark Security Agreement#page1.tif
source=Patent and Trademark Security Agreement#page2.tif
source=Patent and Trademark Security Agreement#page3.tif
source=Patent and Trademark Security Agreement#page4.tif
source=Patent and Trademark Security Agreement#page6.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of November 18, 2015, is made by and between John Keeler & Co. Inc., a Florida corporation ("Debtor"), having a business location at the address set forth below next to its signature, and Alostara Bank of Commerce, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama ("Alostara"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Alostara are parties to a Loan and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), dated as of July 31, 2013, setting forth the terms on which Alostara may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Alostara has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patent and Trademark Collateral" means all of Debtor's Patents and Trademarks and all products and proceeds thereof.

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Exhibit A (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to Alostara a continuing security interest (the “Security Interest”) in the Patent and Trademark Collateral to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Alostara herein are granted in furtherance, and not in limitation of, the security interests granted to the Alostara pursuant to the Loan Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Alostara with respect to the Patent and Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Alostara and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Alostara to exercise any right, remedy, or option under this Agreement, or delay by Alostara in exercising the same, will operate as a waiver thereof. No waiver by Alostara will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Alostara under this Agreement shall be cumulative. No exercise by Alostara of one right or remedy shall be deemed an election, and no waiver by Alostara shall be deemed a continuing waiver. All notices to be given to Debtor or Alostara under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND ALOSTAR HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND ALOSTAR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR

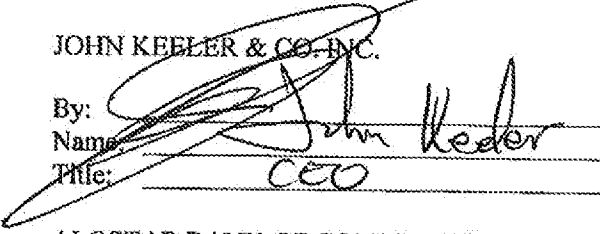
RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

John Keeler & Co. Inc.
3000 N.W. 109 Avenue
Miami, FL 33172
Attention: Christopher Constable

JOHN KEELER & CO. INC.

By: 
Name: John Keeler
Title: CEO

Alostair Bank of Commerce
3630 Peachtree Road, N.E., Suite 1050
Atlanta, GA 30326
Attention: Portfolio Manager

ALOSTAR BANK OF COMMERCE


By: 
Name: John Constable
Title: Director

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND
COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Registration No.	Registration Date
BLUE STAR PASTEURIZED CRAB JK JOHN KEELER & CO., INC.	2419060	1/9/2001
AMERICA'S FAVORITE CRABMEAT	2961590	6/7/2005
OCEANICA	3711200	11/17/2009
BLUE STAR	3818057	7/13/2010
[BLUE AND WHITE JAR DESIGN]	3858522	10/5/2010
ECO-FRESH	4525998	4/27/2010
SEASSENTIALS	4573673	7/22/2014

APPLICATIONS

None.