

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371388

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Fishin' Company		01/29/2016	CORPORATION: DELAWARE
MAAK Enterprises, Inc.		01/29/2016	CORPORATION: DELAWARE
The Fishin' Company Holding, LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Forum Capital Seafood - FCO, LLC		
<b>Street Address:</b>	9995 Gate Parkway N		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32246		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78160777	FISHIN'	
<b>Serial Number:</b>	78717010	FISHIN	
<b>Serial Number:</b>	77348867	BOATLOAD BAG	
<b>Serial Number:</b>	77348871	BOATLOAD BOX	
<b>Serial Number:</b>	77040579	FISH FOREVER	
<b>Serial Number:</b>	77040571	FISHIN' FOREVER	
<b>Serial Number:</b>	77409137	JOLLY GOOD!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<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>			
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		

CH \$190.00 78160777

<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219
<b>ATTORNEY DOCKET NUMBER:</b>	2065708-000001
<b>NAME OF SUBMITTER:</b>	Michael L. Dever
<b>SIGNATURE:</b>	/Michael L. Dever/
<b>DATE SIGNED:</b>	02/01/2016
<b>Total Attachments: 7</b> source=forum capital seafood-the fishin company security agreement#page1.tif source=forum capital seafood-the fishin company security agreement#page2.tif source=forum capital seafood-the fishin company security agreement#page3.tif source=forum capital seafood-the fishin company security agreement#page4.tif source=forum capital seafood-the fishin company security agreement#page5.tif source=forum capital seafood-the fishin company security agreement#page6.tif source=forum capital seafood-the fishin company security agreement#page7.tif	

The rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Subordination Agreement") dated as of January 29, 2016, among Forum Capital Seafood – FCO, LLC, as Subordinated Lender, Santander Bank, N.A., as agent ("Senior Agent"), The Fishin' Company Holding, LLC ("Holdings"), The Fishin' Company ("FCO"), MAAK Enterprises, Inc. ("MAAK" and together with Holdings and FCO, the "Companies") and Manish Kumar (together with the Companies, the "Obligors") to the obligations owed by the Obligors pursuant to that certain Loan Agreement dated as of January 29, 2016, among the Companies, Senior Agent and the lenders from time to time party thereto and the other Senior Loan Documents (as defined in the Subordination Agreement), as such Loan Agreement and other Senior Loan Documents have been and hereafter may be amended, restated, amended and restated, supplemented, renewed, refunded, replaced, refinanced or otherwise modified from time to time; and each party to this agreement or holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated January 29, 2016, is made by The Fishin' Company, a Delaware corporation ("**FCO**"), MAAK Enterprises, Inc., a Delaware corporation ("**MAAK**" and, together with FCO, each a "**Borrower**" and, collectively, the "**Borrowers**"), The Fishin' Co. Holding, LLC, a Delaware limited liability company ("**Holdings**" and, together with the Borrowers, each a "**Grantor**" and, collectively, the "**Grantors**") in favor of FORUM CAPITAL SEAFOOD – FCO, LLC, a Florida limited liability company, as lender (the "**Lender**").

WHEREAS, The Grantors have entered into a Loan Agreement dated as of January 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), with Lender. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Loan Agreement, each Grantor has executed and delivered that certain Security Agreement dated January 29, 2016, made by the Grantors to the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Lender a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

(a) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any trademark, whether registered, unregistered or applied for, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such trademark under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to the Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

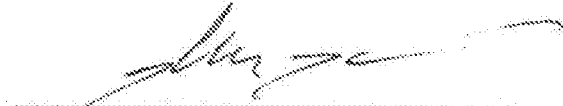
[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

THE FISHIN' COMPANY

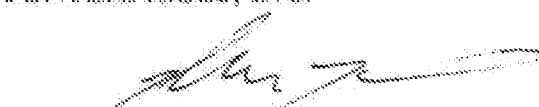
by



Name: Manish Kumar  
Title: Chief Executive Officer

MAAK ENTERPRISES, INC.

by



Name: Manish Kumar  
Title: Chief Executive Officer

THE FISHIN' COMPANY HOLDING,  
LLC

by



Name: Manish Kumar  
Title: Sole Member

**Schedule A**

Patents

None.

**Schedule B**

Trademarks

<u>Owner</u>	<u>Title</u>	<u>Application / Patent No.</u>	<u>Country</u>
<b>The Fishin' Company</b>	<b>Fishin'</b>	78/160777	USA
	<b>Fishin</b>	78/717010	USA
	<b>Boatload Bag</b>	77/348867	USA
	<b>Boatload Box</b>	77/348871	USA
	<b>Fish Forever</b>	77/040579	USA
	<b>Fishin' Forever</b>	77/040571	USA
	<b>Jolly Good!</b>	77/409137	USA



Schedule C

Copyrights

None.