

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icicle Seafoods, Inc.		06/10/2016	Corporation: ALASKA
RECEIVING PARTY DATA			
Name:	Cooperatieve Rabobank U.A., o/a Rabobank Canada, as Administrative Agent		
Street Address:	95 Wellington Street West		
Internal Address:	Suite 1830, P.O. Box 38		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2N7		
Entity Type:	A Canadian Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2011755	SHIP AHOY BRAND	
Registration Number:	1068220	ICICLE	
Registration Number:	0427242	BLACK TOP	
Registration Number:	2095752		
Registration Number:	2173340		
Registration Number:	2267804	ARCTIC STAR	
Registration Number:	2312483	PACIFIC SELECT	
Registration Number:	2322019	ICICLE SEAFOODS, INC.	
Registration Number:	0890586	ZEST	
Registration Number:	0088821	"SHIP AHOY"	
Registration Number:	1252353	HONEY BOY	
Registration Number:	2998858		
Registration Number:	1033170	SHIP AHOY	
Registration Number:	1918179	SEA LIFE	
Registration Number:	1918178	SEA FEAST	
CORRESPONDENCE DATA			

CH \$390.00 2011755

Fax Number: 6785532602

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.

Phone: (678) 553-2601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

DOMESTIC REPRESENTATIVE

Name: Cindy J.K. Davis, Esq.

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	LaShana C. Jimmar
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SIGNATURE:	/LaShana C. Jimmar/
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DATE SIGNED:	06/10/2016
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of June 10, 2016, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., o/a RABOBANK CANADA (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, SNOWFLAKE ACQUISITIONCO, INC., a Delaware corporation, (“*Icicle Holdings*”), ISVESSELCO, INC., a Delaware corporation (“*Vessel Holdings*”), AK VESSEL COMPANY LLC, an Alaska limited liability company (“*AK Vessel*”), COASTAL STAR, INC., an Alaska corporation (“*Coastal Star*”), ICICLE VESSEL HOLDING, INC., a Washington corporation (“*Icicle Vessel*”), EVENING STAR, INC., an Alaska corporation (“*Evening Star*”), PROGRESS FISHING, LLC, a Washington limited liability company (“*Progress Fishing*”), BERING FISHING, LLC, a Washington limited liability company (“*Bering Fishing*”), ICICLE SEAFOODS, INC., an Alaska corporation (“*Icicle*”; together with Icicle Holdings, Vessel Holdings, AK Vessel, Coastal Star, Icicle Vessel, Evening Star, Progress Fishing, and Bering Fishing, each, individually, a “*Borrower*”, and collectively, “*Borrowers*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Credit Agreement dated as of June 10, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of June 10, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest

in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from

Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

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

GRANTORS:

ICICLE SEAFOODS, INC.

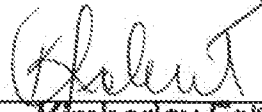
By: 

Name: Glenn B. Cooke

Title: President

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE RABOBANK U.A., o/a
RABOBANK CANADA, as Administrative Agent

By: 
Name: Kimberley Fober
Title: Managing Director

By: 
Name: Angelos Karistinos
Title: Executive Director

SCHEDULE 1

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
Icicle Seafoods, Inc.	Canada	ALE HOUSE STYLE	542,039	03/07/2001
Icicle Seafoods, Inc.	Mexico	Ship Design	525207	07/05/1996
Icicle Seafoods, Inc.	Canada	SALMON SHOOTERS	543,116	03/27/2001
Icicle Seafoods, Inc.	Community	Ship Design	157917	09/14/1998
Icicle Seafoods, Inc.	USA	Ship Ahoy Brand and Design	2011755	10/29/1996
Icicle Seafoods, Inc.	USA	ICICLE	1068220	06/21/1977
Icicle Seafoods, Inc.	USA	BLACK TOP and Design Icicle Seafoods, Inc.	427242	02/04/1947
Icicle Seafoods, Inc.	USA	Ship Design With Background	2095752	09/09/1997
Icicle Seafoods, Inc.	Hong Kong	Ship Design	12645/1998	12/04/1998
Icicle Seafoods, Inc.	Canada	WEST COAST GOLD and Design	330,526	07/31/1987
Icicle Seafoods, Inc.	USA	Ship Design Icicle Seafoods, Inc.	2173340	07/14/1998
Icicle Seafoods, Inc.	Switzerland	ICICLE	292,478	01/23/1978
Icicle Seafoods, Inc.	Japan	Ship Design	4107877	01/30/1998
Icicle Seafoods, Inc.	Germany	ICICLE	979,111	11/24/1978
Icicle Seafoods, Inc.	Italy	ICICLE	1313771	07/03/1985
Icicle Seafoods, Inc.	France	ICICLE	1453414	03/08/1988
Icicle Seafoods, Inc.	Benelux	ICICLE	351,583	10/20/1978
Icicle Seafoods, Inc.	New Zealand	SHIP AHOY	105,512	08/27/1973
Icicle Seafoods, Inc.	Australia	SHIP AHOY	A271,698	10/09/1975

Grantor	Country	Mark	Registration No.	Registration Date
Icicle Seafoods, Inc.	Denmark	ICICLE	3336-1978	10/13/1978
Icicle Seafoods, Inc.	Australia	ICICLE	A314,666	01/13/1978
Icicle Seafoods, Inc.	USA	ARCTIC STAR	2267804	08/03/1999
Icicle Seafoods, Inc.	Sweden	ICICLE	166,659	03/02/1979
Icicle Seafoods, Inc.	Japan	ICICLE	4255475	03/26/1999
Icicle Seafoods, Inc.	Japan	SHIP AHOY Icicle Seafoods, Inc.	2119019	03/27/1989
Icicle Seafoods, Inc.	USA	PACIFIC SELECT	2312483	01/25/2000
Icicle Seafoods, Inc.	USA	ICICLE SEAFOODS INC. & New Ship Design	2322019	02/22/2000
Icicle Seafoods, Inc.	Canada	PACIFIC DRAGON	618,660	09/03/2004
Icicle Seafoods, Inc.	Norway	ICICLE	102.954	09/06/1979
Icicle Seafoods, Inc.	Canada	ARTIC DRAGON	619,577	09/15/2004
Icicle Seafoods, Inc.	USA	ZEST	890586	05/05/1970
Icicle Seafoods, Inc.	Canada	PACIFIC SELECT & Design	365,312	02/09/1990
Icicle Seafoods, Inc.	United Kingdom	ICICLE	1129704	03/05/1980
Icicle Seafoods, Inc.	USA	SHIP AHOY (stylized)ASM	88821	10/29/1912
Icicle Seafoods, Inc.	New Zealand	ICICLE	122,330	01/17/1978
Icicle Seafoods, Inc.	USA	HONEY BOY	1252353	09/27/1983
Icicle Seafoods, Inc.	Canada	ICICLE	234,811	08/03/1979
Icicle Seafoods, Inc.	Canada	PORTLOCK	438,779	02/03/1995
Icicle Seafoods, Inc.	USA	Miscellaneous Design (Honey Boy Fish Character) Icicle Seafoods, Inc.	2998858	09/20/2005

Grantor	Country	Mark	Registration No.	Registration Date
Icicle Seafoods, Inc.	USA	SHIP AHOY	1033170	02/10/1976
Icicle Seafoods, Inc.	Canada	Ship Design	492,838	04/15/1998
Icicle Seafoods, Inc.	USA	SEA LIFE	1918179	09/12/1995
Icicle Seafoods, Inc.	USA	SEA FEAST	1918178	09/12/1995

Trademark Applications

None.