

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407482

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DIRECT SOURCE SEAFOOD LLC		11/29/2016	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EVERBANK, as Agent		
<b>Street Address:</b>	90 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4101946	THE BBQ BAY GRILLING CO.	
<b>Registration Number:</b>	4222832	ICY OCEAN	
<b>Registration Number:</b>	3469004	CHEF'S NET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Leslie Kirsner		
<b>SIGNATURE:</b>	/Leslie Kirsner/		
<b>DATE SIGNED:</b>	12/02/2016		
<b>Total Attachments: 7</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29<sup>th</sup> day of November, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and EVERBANK, in its capacity as agent ("Agent") for itself and the financial institutions party to the Credit Agreement referred to below (together with their respective successors and assigns, each, a "Lender" and collectively, the "Lenders").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of November 29, 2016 by and among Direct Source Seafood LLC, as borrower ("Borrower"), Agent and Lenders (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), Agent and Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, on behalf of and for the ratable benefit of Lenders, the Security Agreement, dated as of November 29, 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 Agent, on behalf of and for the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, on behalf of and for the ratable benefit of Lenders, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of 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 any Grantor to Agent and Lenders, whether or not they are unenforceable or not allowable due to the existence of a case under the U.S. Bankruptcy Code involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, on behalf of and for the ratable benefit of Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. Grantors shall give Agent not less than five (5) Business Days' prior written notice before filing any additional application for registration of any Trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of any Grantor under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Agent's continuing security interest, on behalf of Lenders, in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DIRECT SOURCE SEAFOOD LLC

By: \_\_\_\_\_

Name: Roman Tkachenko  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

EVERBANK

By: \_\_\_\_\_

Name:  
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005934 FRAME: 0125**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

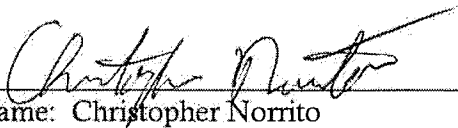
DIRECT SOURCE SEAFOOD LLC

By: \_\_\_\_\_  
Name: Roman Tkachenko  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

EVERBANK

By:  \_\_\_\_\_  
Name: Christopher Norrito  
Title: Credit Leader

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005934 FRAME: 0126**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Registration or Application No.</u>	<u>Registration or Filing Date</u>
Direct Source Seafood LLC	United States	The BBQ Bay Grilling Co.	85352363	4101946	June 21, 2011
Direct Source Seafood LLC	United States	Icy Ocean	85352329	4222832	June 21, 2011
Direct Source Seafood LLC	United States	Chef's Net	77178354	3469004	May 10, 2007