

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440005

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|---|-------------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ARES CAPITAL CORPORATION | | 08/21/2017 | Corporation: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | AMERICAN SEAFOODS GROUP LLC | | |
| Street Address: | 2025 FIRST AVENUE | | |
| Internal Address: | SUITE 900 | | |
| City: | SEATTLE | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98121 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2446365 | A | |
| Registration Number: | 2103050 | AMERICAN SEAFOODS COMPANY | |
| Registration Number: | 1626151 | AMERICAN SEAFOODS-PRIDE OF THE SEA | |
| Registration Number: | 1633319 | PRIDE OF THE SEA | |
| Registration Number: | 1633317 | PRIDE OF THE SEA | |
| Registration Number: | 3869990 | PACIFIC LONGLINE COMPANY LLC W S E | |
| Registration Number: | 4340103 | 54°N | |
| Serial Number: | 86392912 | A AMERICAN SEAFOODS CAUGHT, CUT & FROZEN | |
| Serial Number: | 86392938 | A AMERICAN SEAFOODS CAUGHT, CUT & FROZEN | |
| Serial Number: | 85837600 | OCEAN DOG | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3105572193 | | |
| <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: | 310-557-2900 | | |
| Email: | klathrop@proskauer.com | | |
| Correspondent Name: | PROSKAUER ROSE LLP | | |
| Address Line 1: | 2049 CENTURY PARK EAST, SUITE 3200 | | |

CH \$265.00 2446365

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| Address Line 2: | C/O KIMBERLEY A. LATHROP |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90067 |

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| ATTORNEY DOCKET NUMBER: | 11668.179 1L RELEASE |
|--------------------------------|----------------------|

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| NAME OF SUBMITTER: | Kimberley A. Lathrop |
|---------------------------|----------------------|

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|-------------------|------------------------|
| SIGNATURE: | /Kimberley A. Lathrop/ |
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|---------------------|------------|
| DATE SIGNED: | 08/21/2017 |
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Total Attachments: 9

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL (FIRST LIEN)

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of August 21, 2017 ("Release"), is made by Ares Capital Corporation, as Collateral Agent ("Collateral Agent"), in favor of American Seafoods Group LLC, a Delaware limited liability company ("Borrower").

WHEREAS, pursuant to that certain First Lien Guaranty and Security Agreement dated as of August 19, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Borrower, Collateral Agent, and others party thereto and the First Lien Trademark Security Agreement dated as of August 19, 2015 ("Trademark Security Agreement") by and among the Borrower and Collateral Agent, Borrower granted to the Collateral Agent a security interest in all of Borrower's right, title and interest in, to and under the following Collateral of the Borrower (the "Trademark Collateral");

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule A hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

provided, however, that the Trademark Collateral does not include any Excluded Property; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on August 19, 2015 at Reel 5602 Frame 0749.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Borrower agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, without representation, warranty, or recourse, hereby:

(a) terminates the Trademark Security Agreement in its entirety and, terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO (at Borrower's expense) and agrees to execute and deliver to Borrower any and all further documents and instructs and do any and all further acts which Borrower (or Borrower's agents or designees) may reasonably request (at Borrower's expense) in order to confirm this Release and Borrower's right, title and interest in, to and under the Trademark Collateral.

SECTION 3. Choice of Law. This Release and all matters arising out of, in connection with or relating to this Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Trademark Collateral to be duly executed as of the date first set forth above.



Collateral Agent:

Ares Capital Corporation,
as Collateral Agent


By: 

Name: Mitchell Goldstein
Title: Authorized Signatory

1. REGISTERED TRADEMARKS

| <u>Country</u> | <u>Trademark</u> | <u>Status</u> | <u>Applicati on Number</u> | <u>Filing Date</u> | <u>Registrati on Number</u> | <u>Registration Date</u> | <u>Owner</u> |
|----------------|--|---------------|------------------------------------|------------------------|-------------------------------------|------------------------------|--------------------------------------|
| Bulgaria | 54°N | Registered | 123407 | 4/17/2012 | 85135 | 8/8/2013 | American Seafoods Group LLC |
| China |  | Registered | 9152155 | 2/25/2011 | 9152155 | 9/7/2012 | American Seafoods Group LLC |
| China |  | Registered | 13661138 | 12/4/2013 | 13661138 | 3/14/2015 | American Seafoods Group LLC |
| China | OCEAN BURGER (BLOCK) | Registered | 10774440 | 4/16/2012 | 10774440 | 7/7/2013 | American Seafoods Group LLC |
| China | 54°N | Registered | 10774441 | 4/16/2012 | 10774441 | 7/7/2013 | American Seafoods Group LLC |

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| European Community | OCEAN BURGER (BLOCK) | Registered | 10802064 | 4/12/2012 | 010802064 | 5/8/2013 | American Seafoods Group LLC |
| European Community | 54°N | Registered | 10581957 | 1/23/2012 | 10581957 | 6/20/2012 | American Seafoods Group LLC |
| Hong Kong | 54°N | Registered | 302219689 | 4/12/2012 | 302219689 | 2/8/2013 | American Seafoods Group LLC |
| Indonesia | THE VALUE IS IN THE FRESHNESS (BLOCK) | Registered | D002011004916 | 2/9/2011 | IDM000375575 | 11/20/2012 | American Seafoods Group LLC |
| Japan | THE VALUE IS IN THE FRESHNESS (BLOCK) | Registered | 2011-6474 | 2/2/2011 | 5422891 | 7/1/2011 | American Seafoods Group LLC |
| Japan | OCEAN BURGER (BLOCK) | Registered | 2012-029410 | 4/13/2012 | 5503043 | 6/22/2012 | American Seafoods Group LLC |
| Laos | THE VALUE IS IN THE FRESHNESS | Registered | 23187 | 2/2/2011 | 22550 | 7/12/2011 | American Seafoods Group |

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| | (BLOCK) | | | | | | LLC |
| Norway | 54°N | Registered | 20120405 1 | 4/17/2012 | 266946 | 8/31/2012 | American Seafoods Group LLC |
| Singapore | 54°N | Registered | T12/0526 7F | 4/12/2012 | T1205267 F | 8/24/2012 | American Seafoods Group LLC |
| South Korea | OCEAN BURGER (BLOCK) | Registered | 40-2012- 0024810 | 4/16/2012 | 40- 1012211 | 12/11/2013 | American Seafoods Group LLC |
| Taiwan | 54°N | Registered | 10101959 6 | 4/12/2012 | 01589192 | 7/16/2013 | American Seafoods Group LLC |
| United States |  | Registered | 76/019150 | 4/6/2000 | 2446365 | 4/24/2001 | American Seafoods Group LLC |
| United States | AMERICAN SEAFOODS COMPANY (BLOCK) | Registered | 75/143151 | 7/23/1996 | 2103050 | 10/7/1997 | American Seafoods Group LLC |

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| United States | | Registered | 74/048188 | 4/12/1990 | 1626151 | 12/4/1990 | American Seafoods Group LLC |
| United States | PRIDE OF THE SEA (BLOCK) | Registered | 74/030254 | 2/20/1990 | 1633319 | 1/29/1991 | American Seafoods Group LLC |
| United States | | Registered | 73/839604 | 11/15/1989 | 1633317 | 1/29/1991 | American Seafoods Group LLC |
| United States | | Registered | 77/968114 | 3/25/2010 | 3869990 | 11/2/2010 | American Seafoods Group LLC |
| United States | 54°N | Registered | 85/979083 | 1/12/2012 | 4340103 | 5/21/2013 | American Seafoods Group LLC |

2. TRADEMARK APPLICATIONS

| <u>Country</u> | <u>Trademark</u> | <u>Status</u> | <u>Applicati on Number</u> | <u>Filing Date</u> | <u>Registrati on Number</u> | <u>Registration Date</u> | <u>Owner</u> |
|--------------------|----------------------|---------------|------------------------------------|------------------------|-------------------------------------|------------------------------|-----------------------------|
| United States | | Pending | 86/392912 | 9/12/2014 | | | American |
| | | | | | | | Seafoods |
| | | | | | | | Group |
| | | | | | | | LLC |
| United States | | Pending | 86/392938 | 9/12/2014 | | | American Seafoods Group LLC |
| Brazil | 54°N | Published | 90479178 5 | 5/10/2012 | | | American Seafoods Group LLC |
| Canada | OCEAN DOG (BLOCK) | Allowed | 1628009 | 5/23/2013 | | | American Seafoods Group LLC |
| European Community | | Published | 13797634 | 3/5/2015 | | | American Seafoods Group LLC |
| European Community | | Published | 13797576 | 3/5/2015 | | | American Seafoods Group LLC |

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| United States | OCEAN DOG (BLOCK) | Allowed | 85/837600 | 1/31/2013 | | | American Seafoods Group LLC |
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