

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440010

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

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

ATTORNEY DOCKET NUMBER: 11668.179 2L RELEASE

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 08/21/2017

Total Attachments: 9

source=AmSea - Second Lien Trademark Security Termination - EXECUTED#page1.tif
source=AmSea - Second Lien Trademark Security Termination - EXECUTED#page2.tif
source=AmSea - Second Lien Trademark Security Termination - EXECUTED#page3.tif
source=AmSea - Second Lien Trademark Security Termination - EXECUTED#page4.tif
source=AmSea - Second Lien Trademark Security Termination - EXECUTED#page5.tif
source=AmSea - Second Lien Trademark Security Termination - EXECUTED#page6.tif
source=AmSea - Second Lien Trademark Security Termination - EXECUTED#page7.tif
source=AmSea - Second Lien Trademark Security Termination - EXECUTED#page8.tif
source=AmSea - Second Lien Trademark Security Termination - EXECUTED#page9.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL (SECOND 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 Second 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 Second 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 0869.

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

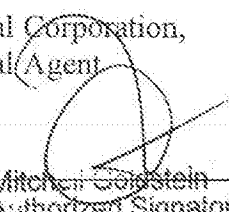
(b) authorizes the recordation of this Release with the USPTO (at Borrower's expense) and agrees to execute and deliver to Borrower any and all further documents and instructs and do any and all further acts which Borrower (or Borrower's agents or designees) may reasonably request (at Borrower's expense) 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: Mitchel 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

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

	(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

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	PRIDE OF THE SEA 	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

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