

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN SEAFOODS GROUP LLC		08/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
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:	4340103	54°N	
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		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11668.179 2L		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$165.00 2446365

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	08/21/2017
Total Attachments: 6 source=AmSea - Second Lien Trademark Security Agreement - EXECUTED#page1.tif source=AmSea - Second Lien Trademark Security Agreement - EXECUTED#page2.tif source=AmSea - Second Lien Trademark Security Agreement - EXECUTED#page3.tif source=AmSea - Second Lien Trademark Security Agreement - EXECUTED#page4.tif source=AmSea - Second Lien Trademark Security Agreement - EXECUTED#page5.tif source=AmSea - Second Lien Trademark Security Agreement - EXECUTED#page6.tif	

SECOND LINE TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2017, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Ares Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 21, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among American Seafoods Group LLC, a Delaware limited liability company (“**Borrower**”), ASG Parent LLC, a Delaware limited liability company, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Second Lien Guaranty and Security Agreement, dated as of August 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent, to guarantee the Secured Obligations (as defined in the Guaranty and Security Agreement) of Borrower and the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 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 shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement; Intercreditor Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything herein to the contrary, the liens and security interest granted to the Administrative Agent pursuant to this Trademark Security Agreement, the exercise of any right or remedy by the Administrative Agent with respect thereto and certain rights of the Administrative Agent hereunder are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement, dated as of August 21, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between JPMorgan Chase Bank, N.A., as First Lien Agent, and Ares Capital Corporation, as Second Lien Agent, and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Second Lien Trademark Security


Agreement by facsimile transmission or Electronic Signature shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Second Lien Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN SEAFOODS GROUP LLC

By: 
Name: Brad Bodenman
Title: Chief Financial Officer, Vice
President and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006134 FRAME: 0578




ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: Mitchell
Title: Authorized Signatory
Mitchell Goldstein
Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Number</u>	<u>Record Owner</u>
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	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	54°N	Registered	85/979083	1/12/2012	4340103	5/21/2013	American Seafoods Group LLC