

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE FISHIN' COMPANY		10/20/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC		
<b>Internal Address:</b>	500 FIRST AVENUE		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2978298	FISHIN'	
<b>Registration Number:</b>	3228852	FISHIN	
<b>Registration Number:</b>	3291829	FISHIN'	
<b>Registration Number:</b>	3970829	FISH FOREVER	
<b>Registration Number:</b>	4060294	JOLLY GOOD!	
<b>Registration Number:</b>	3467667	BOATLOAD BOX	
<b>Registration Number:</b>	3467666	BOATLOAD BAG	
<b>Registration Number:</b>	4825626	FISHIN	
<b>Registration Number:</b>	3870766	FISHIN' FOREVER	
<b>Registration Number:</b>	5247757	RISING TIDE	
<b>Serial Number:</b>	87152702	RISING TIDE PROUDLY PRODUCED IN THE UNIT	
<b>Serial Number:</b>	86402146	THE ONLY THING WE SMOKE IS OUR SALMON!	
<b>Serial Number:</b>	87344277	#IAMAQUACULTURE	
<b>Serial Number:</b>	87344271	I AM AQUACULTURE	
<b>Serial Number:</b>	87398337	RISING TIDE REAL SEAFOOD REAL EASY	
<b>Serial Number:</b>	87519686	MUSCLEFISH	
<b>CORRESPONDENCE DATA</b>			

OP \$415.00 2978298

**Fax Number:** 2158325619

***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:** 215-569-5619

**Email:** PECSENYE@BLANKROME.COM

**Correspondent Name:** TIMOTHY D. PECSENYE

**Address Line 1:** BLANK ROME LLP

**Address Line 2:** ONE LOGAN SQUARE

**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-14104
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<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
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<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
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<b>DATE SIGNED:</b>	10/23/2017
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**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 20th day of October, 2017, by THE FISHIN' COMPANY, a Delaware corporation ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of October 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor (together with each Person thereto joined as borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Trademark Collateral shall not include any "intent-to-use" trademark applications prior to the filing of a Statement of Use or Amendment to Allege Use (as those terms are defined and commonly used under applicable trademark law) with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable

federal law. Upon the filing of any Statement of Use or Amendment to Allege Use, such trademark application shall automatically be deemed to be Trademark Collateral without the need to modify this Trademark Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

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

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. 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 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 instrument. In proving this Trademark Security Agreement or any Other 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 by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this


Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature page follows.]*

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

GRANTOR:

THE FISHIN' COMPANY,  
a Delaware corporation

By: 

Name: Manish Kumar

Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006188 FRAME: 0006**

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent



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

Name: Joshua D. Stehlin

Title: Senior Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Mark</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>
FISHIN'	2978298	July 26, 2005
FISHIN	3228852	April 10, 2007
FISHIN'	3291829	September 11, 2007
FISH FOREVER	3970829	May 31, 2011
JOLLY GOOD!	4060294	November 22, 2011
BOATLOAD BOX	3467667	July 15, 2008
BOATLOAD BAG	3467666	July 15, 2008
FISHIN and Design  	4825626	October 6, 2015



FISHIN' FOREVER	3870766	November 2, 2010
RISING TIDE	5247757	July 18, 2017
RISING TIDE PROUDLY PRODUCED IN THE UNITED STATES and Design  	(87152702)	(August 26, 2016)
THE ONLY THING WE SMOKE IS OUR SALMON!	(86402146)	(September 22, 2014)
#IAMAQUACULTURE	(87344277)	(February 21, 2017)
I AM AQUACULTURE	(87344271)	(February 21, 2017)
RISING TIDE REAL SEAFOOD REAL EASY  	(87398337)	(April 4, 2017)
MUSCLEFISH	(87519686)	(July 7, 2017)

Licenses

None.

Signature Page to Trademark Security Agreement

**RECORDED: 10/23/2017**

**TRADEMARK  
REEL: 006188 FRAME: 0010**