

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM449698

<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>
Phillips Seafood - Atlantic City LLC		10/16/2017	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Bank		
<b>Street Address:</b>	2200 Post Oak Blvd., Suite 2000		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	Banking corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78836000	SOUZAI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<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>	713-226-6000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		
<b>SIGNATURE:</b>	/jmp/		
<b>DATE SIGNED:</b>	11/03/2017		
<b>Total Attachments: 6</b>			
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is executed as of October 16, 2017, by PHILLIPS SEAFOOD – ATLANTIC CITY LLC, a Maryland limited liability company (“**Debtor**”), for the benefit of COMPASS BANK, an Alabama banking corporation (“**Secured Party**”).

### RECITALS:

A. Phillips Foods, Inc., a Maryland corporation (“**Phillips**”) and each other person from time to time party thereto as a “**Borrower**” (together with Phillips, collectively, “**Borrowers**” and each individually, a “**Borrower**”), as borrowers, and Secured Party, as lender, have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”), together with certain other Loan Documents.

B. To guarantee the payment and performance of Borrowers’ obligations under the Loan Agreement, the Debtor, an affiliate of Phillips, executed that certain Guaranty dated as of the same date as this Agreement for the benefit of the Secured Party.

C. Pursuant to the terms of the Security Agreement dated as of the same date as this Agreement (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), by Debtor, A.E. Boating LLC, a Maryland limited liability company, Phillips Famous Seafood LLC, a Maryland limited liability company, and Phillips Franchising LLC, a Maryland limited liability company in favor of Secured Party, Debtor has granted to Secured Party a first-priority lien and security interest in all or substantially all of Debtor’s assets, including the IP Collateral (as defined below).

D. As a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor enter into this Agreement with Secured Party to further evidence Secured Party’s continuing security interest in, and lien on, all of the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby collaterally assigns, pledges, and grants to Secured Party a continuing security interest in, all of each Debtor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “**IP Collateral**”), in each case wherever located and whether now owned or hereafter acquired, created, or existing:

- (1) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to the United States patents and patent applications referred to on **Schedule 1** hereto;
- (2) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to the United States trademark applications and registrations referred to on **Schedule 2** hereto, and all goodwill associated therewith or symbolized thereby;
- (3) all reissues, continuations or extensions of the foregoing; and
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

This security interest is controlled by the terms of the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to its continuing lien and security interest in the IP 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.

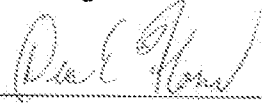
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IN WITNESS WHEREOF, Debtor and Secured Party have caused this Patent and Trademark Security Agreement to be duly executed as of the date set out in the preamble to this Agreement.

**DEBTOR:**

PHILLIPS SEAFOOD -- ATLANTIC CITY LLC,  
a Maryland limited liability company

By: PHILLIPS FOODS, INC.,  
a Maryland corporation,  
its sole Manager

By:   
Dean E. Flowers  
Executive Vice President and  
Chief Financial Officer



## **SCHEDULE 1**

### **Patents, Patent Applications and Patent Licenses:**

None.

**SCHEDULE 2**

**TRADEMARKS**

<u>Owner of Record</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Design, if applicable</u>
Phillips Seafood – Atlantic City LLC	Souzai	3358248	December 18, 2007	