

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMEGA PROTEIN, INC.		12/19/2017	Corporation:
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	115 S LASALLE ST, 20TH FLOOR WEST		
Internal Address:	ATTN: JACQUELINE LENTZ		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CANADIAN NATIONAL BANK: CANADA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2967788	HEALTHY PRODUCTS FOR A HEALTHY WORLD	
Registration Number:	4005125	MORE THAN INGREDIENTS. INGENUITY.	
Registration Number:	3552848	NATURAL NAUTIC	
Registration Number:	3879110	NEPTUNE	
Registration Number:	2662155	NEPTUNE FISH CONCENTRATE	
Registration Number:	2796631	OMEGA PROTEIN	
Registration Number:	2778972	OMEGA PROTEIN	
Registration Number:	3043979	OMEGAEQUIS	
Registration Number:	4014983	OMEGAEQUIS	
Registration Number:	3879089	OMEGAEQUIS	
Registration Number:	2579426	OMEGAGROW	
Registration Number:	3867401	OMEGAGROW	
Registration Number:	3867404	OMEGAGROW PLUS	
Registration Number:	3536514	OMEGAPURE	
Registration Number:	2309474	OMEGAPURE	
Registration Number:	3882558	OMEGAPURE	
Registration Number:	2725639	SEACIDE	
Registration Number:	2695624	SEALAC	

CH \$615.00 2967788

Property Type	Number	Word Mark
Registration Number:	3879085	SEALAC
Registration Number:	2213113	SPECIAL SELECT
Registration Number:	3876203	SPECIAL SELECT
Registration Number:	3954253	VIRGINIA PRIME GOLD
Registration Number:	3879087	VIRGINIA PRIME GOLD
Serial Number:	87394215	VIRGINIA PRIME GOLD

CORRESPONDENCE DATA

Fax Number: 6507393900
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: (650)739-3939
Email: DebbieWu@JonesDay.com
Correspondent Name: JONES DAY
Address Line 1: 250 VESEY STREET
Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	958279-600036
NAME OF SUBMITTER:	DEBBIE WU
SIGNATURE:	/Debbie Wu/
DATE SIGNED:	03/02/2018

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 19, 2017 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Bank of Montreal, in its capacity as administrative agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") pursuant to that certain Credit Agreement, dated as of December 19, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Alpha MergerSub, Inc., a Nevada corporation ("MergerSub"), as an initial Borrower thereunder, whose rights and obligations therein will be deemed to have been automatically assigned to and assumed by Omega Protein Corporation, a Nevada corporation ("Omega"), immediately following the consummation of the Closing Date Acquisition, the other Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Administrative Agent.

W I T N E S E T H:

WHEREAS, the Pledgors are party to a Guarantee and Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Law with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement in the United States Patent and Trademark Office, the Canadian Intellectual Property Security Office and any other applicable governmental office.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.14 and Section 10.15 of the Credit Agreement are incorporated herein *mutatis mutandis*.

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

PLEDGORS:

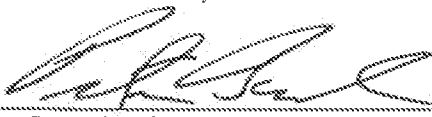
OMEGA PROTEIN CORPORATION

By: 
Name: Peter Buck
Title: Secretary


CYVEX NUTRITION, INC.

By: 
Name: Peter Buck
Title: Secretary

OMEGA PROTEIN, INC.

By: 
Name: Peter Buck
Title: Secretary

BIORIGINAL FOOD & SCIENCE
CORP.

By: 
Name: Peter Buck
Title: Secretary

Accepted and Agreed:

BANK OF MONTREAL
as Administrative Agent

By:



Name: Craig Thistlethwaite
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NO.
Bioriginal Food & Science Corp.	BAKOMEGA	2920031
Bioriginal Food and Science Corp.	BIOASTERI	3464170
Bioriginal Food & Science Corp.	BIOELITE	2858354
Bioriginal Food & Science Corp.	BIOPUREDHA	3438336
Bioriginal Food & Science Corp.	BIORIGINAL	2399012
Bioriginal Food & Science Corp.	COCO'MON	4745831
Bioriginal Food & Science Corp.	FIBROMEGA	3433356
Bioriginal Food & Science Corp.	FIBROMEGA	2931754
Bioriginal Food & Science Corp.	HEMP RULES	4841607
Bioriginal Food & Science Corp.	INNOVATIVE EFA SOLUTIONS	3225681
Bioriginal Food & Science Corp.	LCO 100	5350866
Bioriginal Food & Science Corp.	LIGNAMAX	2644247
Bioriginal Food and Science Corp.	PROBIOFLAX	3283443
CYVEX NUTRITION, INC.	APPLEZIN	3614213
CYVEX NUTRITION, INC.	AVOVIDA	3027156
CYVEX NUTRITION, INC.	BIOCOSANOL	3157453
CYVEX NUTRITION, INC.	BIOVIN	2147369
CYVEX NUTRITION, INC.	BIOVINCA	2441359

OWNER	MARK	REGISTRATION NO.
CYVEX NUTRITION, INC.	BROCCOPHANE	3292625
CYVEX NUTRITION, INC.	CHIROSITOL	4062567
CYVEX NUTRITION, INC.	CYVEX	2230447
CYVEX NUTRITION, INC.	GABATEIN	2443277
CYVEX NUTRITION, INC.	KRIAXANTHIN	3284187
CYVEX NUTRITION, INC.	LINGONOL	4551382
CYVEX NUTRITION, INC.	MEGAACTIV (with symbol)	4031409
CYVEX NUTRITION, INC.	NUTRIPRINT	2448225
CYVEX NUTRITION, INC.	OMEGAACTIV & Design	4426110
CYVEX NUTRITION, INC.	QVIDA QUEBRACHO EXTRACT & Design	3551082
CYVEX NUTRITION, INC.	SOLATHIN	4059311
CYVEX NUTRITION, INC.	VERDIFLEX	4026700
Omega Protein Corporation	ALFAPRO	4480102
Omega Protein Corporation	BERRYVIN	4461365
Omega Protein Corporation	BROCCOSINOLATE	4446807
Omega Protein Corporation	COCOANOL	4725245
Omega Protein Corporation	megaActiv (with symbol) & Design	4501237
Omega Protein Corporation	NOVUSETIN	4526682
Omega Protein Corporation	NUTEGRITY	4889963
Omega Protein Corporation	NUTEGRITY and Design	4889962
Omega Protein Corporation	OMEGAACTIV	4427503
Omega Protein Corporation	THRIVEXAN	4523496
Omega Protein, Inc.	HEALTHY PRODUCTS FOR A HEALTHY WORLD	2967788
Omega Protein, Inc.	MORE THAN INGREDIENTS. INGENUITY.	4005125
Omega Protein, Inc.	NATURAL NAUTIC	3552848
Omega Protein, Inc.	NEPTUNE and Design	3879110

OWNER	MARK	REGISTRATION NO.
Omega Protein, Inc.	NEPTUNE FISH CONCENTRATE	2662155
Omega Protein, Inc.	OMEGA PROTEIN	2796631
Omega Protein, Inc.	OMEGA PROTEIN and Design	2778972
Omega Protein, Inc.	OMEGAEQUIS	3043979
Omega Protein, Inc.	OMEGAEQUIS and Design	4014983
Omega Protein, Inc.	OMEGAEQUIS and Design	3879089
Omega Protein, Inc.	OMEGAGROW	2579426
Omega Protein, Inc.	OMEGAGROW and Design	3867401
Omega Protein, Inc.	OMEGAGROW PLUS and Design	3867404
Omega Protein, Inc.	OMEGAPURE	3536514
Omega Protein, Inc.	OMEGAPURE	2309474
Omega Protein, Inc.	OMEGAPURE and Design	3882558
Omega Protein, Inc.	SEACIDE	2725639
Omega Protein, Inc.	SEA-LAC	2695624
Omega Protein, Inc.	SEALAC and Design	3879085
Omega Protein, Inc.	SPECIAL SELECT	2213113
Omega Protein, Inc.	SPECIAL SELECT and Design	3876203
Omega Protein, Inc.	VIRGINIA PRIME GOLD and Design	3954253
Omega Protein, Inc.	VIRGINIA PRIME GOLD and Design	3879087
Omega Protein Corporation	WISCONSIN SPECIALTY PROTEIN and Design	4693351
Omega Corporation, Inc.	NATURAL NAUTIC Logo	5328603

United States Trademark Applications:

OWNER	MARK	APPLICATION NO.
Omega Protein, Inc.	VIRGINIA PRIME GOLD	87394215
Omega Protein Corporation	ERGOVITAN	86750502
Omega Protein Corporation	POMACTIV	85870936

NON-UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Non-United States Trademark Registrations:

OWNER	MARK	REGISTRATION NO.	COUNTRY OF REGISTRATION
Bioriginal Food & Science Corp.	BIORIGINAL	1098582	Australia
CYVEX NUTRITION, INC.	OMEGAACTIV & Design	1505342	Australia
CYVEX NUTRITION, INC.	SOLATHIN	1453442	Australia
CYVEX NUTRITION, INC.	OMEGAACTIV & Design	0924677	Benelux
Omega Protein Corporation	AVOVIDA	48866	Cambodia
Bioriginal Food & Science Corp.	BAKOMEGA	TMA622180	Canada
Bioriginal Food & Science Corp.	BIOASTERI	TMA688151	Canada
Bioriginal Food & Science Corp.	BIOBURST	TMA739411	Canada
Bioriginal Food & Science Corp.	BIOELITE	TMA602264	Canada
Bioriginal Food & Science Corp.	BIOFLAXELITE	TMA691395	Canada
Bioriginal Food & Science Corp.	BIOPURE DHA Logo	TMA826269	Canada
Bioriginal Food & Science Corp.	BIOPUREDHA	TMA694845	Canada
Bioriginal Food & Science Corp.	BIORIGINAL	TMA485912	Canada
Bioriginal Food & Science Corp.	BIOSTAR (Coverage Under Plant Breeders' Rights Act)	PBRA2504	Canada
Bioriginal Food & Science Corp.	COCO'MON	TMA870872	Canada
Bioriginal Food & Science Corp.	EFASENSE	TMA602099	Canada
Bioriginal Food & Science Corp.	FIBROMEGA	TMA618090	Canada
Bioriginal Food & Science Corp.	HEMP RULES	TMA833454	Canada
Bioriginal Food & Science Corp.	INNOVATIVE EFA SOLUTIONS	TMA658191	Canada

Bioriginal Food & Science Corp.	LIGNAMAX	TMA602938	Canada
Bioriginal Food & Science Corp.	OMEGA SHAKERS	TMA746240	Canada
Bioriginal Food & Science Corp.	PROBIOFLAX	TMA617291	Canada
CYVEX NUTRITION, INC.	CHIROSITOL	TMA887622	Canada
CYVEX NUTRITION, INC.	OMEGA ACTIV & Design	(Allowed)	Canada
Omega Protein Corporation	AVOVIDA	TMA888756	Canada
Omega Protein Corporation	NOVUSETIN	(Published)	Canada
Omega Protein Corporation	NUTEGRITY	TMA979104	Canada
Omega Protein Corporation	NUTEGRITY and Design	TMA979105	Canada
Omega Protein, Inc.	OMEGAPURE	TMA568915	Canada
Omega Protein, Inc.	OMEGAPURE	TMA758215	Canada
Omega Protein, Inc.	SEA-LAC	TMA860498	Canada
Omega Protein, Inc.	SPECIAL SELECT	TMA830996	Canada
Bioriginal Food & Science Corp.	BIORIGINAL	5180139	China – People's Republic
Bioriginal Food & Science Corp.	BIORIGINAL	5179803	China – People's Republic
CYVEX NUTRITION, INC.	OMEGA ACTIV & Design	11475259	China – People's Republic
CYVEX NUTRITION, INC.	OMEGA ACTIV & Design	VR20120285-9	Denmark
Bioriginal Food & Science Corp.	BIOELITE	4905634	European Union – Community
Bioriginal Food & Science Corp.	BIOFLAXELITE	5016027	European Union – Community
Bioriginal Food & Science Corp.	BIORIGINAL	002155455	European Union – Community
Bioriginal Food & Science Corp.	BIOPUREDHA	5275128	European Union – Community
Bioriginal Food & Science Corp.	LIGNAMAX	002864908	European Union – Community
CYVEX NUTRITION, INC.	AVOVIDA	013103395	European Union – Community
CYVEX NUTRITION, INC.	BIOVIN	000704601	European Union – Community
CYVEX NUTRITION, INC.	OMEGA ACTIV & Design	123937659	France

CYVEX NUTRITION, INC.	OMEGA ACTIV & Design	30201204223-4	Germany
CYVEX NUTRITION, INC.	CHIROSITOL	1097158	Int'l Registration – Madrid Agreement / Protocol
CYVEX NUTRITION, INC.	KRIAXANTHIN	1048878	Int'l Registration – Madrid Agreement / Protocol
CYVEX NUTRITION, INC.	SOLATHIN	1091970	Int'l Registration – Madrid Agreement / Protocol
CYVEX NUTRITION, INC.	BIOVIN	1034710	Int'l Registration – Madrid Agreement / Protocol
CYVEX NUTRITION, INC.	OMEGA ACTIV & Design	1539537	Italy
Bioriginal Food & Science Corp.	BIOASTERI	5013776	Japan
Bioriginal Food & Science Corp.	BIOELITE	4974618	Japan
Bioriginal Food & Science Corp.	BIOFLAXELITE	5073115	Japan
Bioriginal Food & Science Corp.	BIORIGINAL	5011206	Japan
CYVEX NUTRITION, INC.	OMEGA ACTIV & Design	5548462	Japan
Omega Protein, Inc.	OMEGAPURE	4808541	Japan
CYVEX NUTRITION, INC.	BIOVIN	400437467	Republic of Korea
CYVEX NUTRITION, INC.	BIOVIN	4004374670000	Republic of Korea
CYVEX NUTRITION, INC.	BIOVIN	4004374670000	Republic of Korea
Omega Protein Corporation	AVOVIDA	29446	Laos
Omega Protein, Inc.	OMEGAPURE	1236274	Mexico
Omega Protein, Inc.	SEA-LAC	784701	Mexico
Omega Protein, Inc.	SPECIAL SELECT	826326	Mexico
Omega Protein, Inc.	VIRGINIA PRIME	1193814	Mexico
Bioriginal Food & Science Corp.	BIORIGINAL	210744	Norway
CYVEX NUTRITION, INC.	OMEGA ACTIV & Design	267818	Norway
Bioriginal Food & Science Corp.	BIORIGINAL	493592	Switzerland

Omega Protein Corporation	AVOVIDA	TM409310	Thailand
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Non-United States Trademark Applications:

OWNER	MARK	APPLICATION NO.	COUNTRY
CYVEX NUTRITION, INC.	CHIROSITOL	G1097158	China – People’s Republic
CYVEX NUTRITION, INC.	CHIROSITOL	3004096	India