

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM480836

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900446939		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUE NORTH SALMON CO. LTD.		04/11/2018	Corporation:
RECEIVING PARTY DATA			
Name:	DNB BANK ASA NEW YORK BRANCH		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Financial Holding Company: NORWAY		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2659010	HERITAGE SALMON	
Registration Number:	2554629	TRUE NORTH	
Registration Number:	3933392	JAIL ISLAND SALMON PREMIUM ATLANTIC SALM	
Registration Number:	4382633		
Registration Number:	4341500	· TRUE NORTH · SALMON COMPANY	
Registration Number:	4298253	TRUE NORTH SALMON COMPANY	
Registration Number:	4312099	HERITAGE SALMON	
Serial Number:	87728503	BANDERA BRONZINI	
Serial Number:	87732048	TRUE NORTH SEAFOOD COMPANY	
Serial Number:	87731991	TRUE NORTH SEAFOOD COMPANY	
Serial Number:	86596636	EAT TRUE	
Registration Number:	4746847	THE EVOLUTION OF SALMON	
Serial Number:	87728807		
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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: 713-651-5567
Email: annie.aymond@nortonrosefulbright.com
Correspondent Name: ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP
Address Line 1: 1301 MCKINNEY STREET
Address Line 4: HOUSTON, TEXAS 77010

ATTORNEY DOCKET NUMBER:	1000293691/COOKE-DNB BANK
--------------------------------	---------------------------

NAME OF SUBMITTER:	Annie Aymond
---------------------------	--------------

SIGNATURE:	/Annie Aymond/
-------------------	----------------

DATE SIGNED:	07/06/2018
---------------------	------------

Total Attachments: 5

source=Cooke_IP_Security_Agreement#page1.tif
source=Cooke_IP_Security_Agreement#page2.tif
source=Cooke_IP_Security_Agreement#page3.tif
source=Cooke_IP_Security_Agreement#page4.tif
source=Cooke_IP_Security_Agreement#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made effective as of April 11, 2018 by and from COOKE AQUACULTURE INC. ("COOKE AQUACULTURE"), KELLY COVE SALMON LTD. ("KELLY COVE SALMON"), and TRUE NORTH SALMON CO. LTD. ("TRUE NORTH SALMON") (collectively the "Grantors") to and in favor of DNB BANK ASA NEW YORK BRANCH in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the Secured Parties.

WHEREAS, the Grantors and the Administrative Agent, among others, have entered into that certain Amended and Restated Credit Agreement, dated as of April 11, 2018 (as further modified and supplemented and in effect from time to time, the "Credit Agreement").

WHEREAS, the Grantors and the Administrative Agent have entered into that certain Security and Pledge Agreement, dated as of April 30, 2014 (as further modified and supplemented and in effect from time to time, the "Security Agreement").

WHEREAS, the Grantors and the Administrative Agent, among others, have entered into that certain Confirmation and Reaffirmation of Guarantees and Security, dated as of April 11, 2018 (as further modified and supplemented and in effect from time to time, the "Confirmation and Reaffirmation Agreement").

WHEREAS, TRUE NORTH SALMON, one of the Grantors, owns or claims ownership of the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the USPTO.

WHEREAS, this IP Security Agreement has been granted in conjunction with the security interest in the Trademarks granted under the Security Agreement and reaffirmed under the Confirmation and Reaffirmation Agreement to the Administrative Agent for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to the following personal property of such Grantor, whether now owned or existing or owned, acquired, or arising hereafter:

(a) all trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and any applications therefor, whether registered or not (such as those listed in Exhibit A), and the goodwill of the business of the holder thereof in connection with and symbolized thereby.

3) Security Agreement. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the security interests of Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement shall remain in full force and effect in accordance with its terms.

4) Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided therein) are incorporated by reference as if fully set forth herein.

5) Counterparts. This IP Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be the original and all of which shall constitute together but one and the same agreement.


6) Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement effective as of the date first written above.

GRANTORS


COOKE AQUACULTURE INC.

By: 
Name: Glen Cooke
Title: Chief Executive Officer

KELLY COVE SALMON LTD.

By: 
Name: Glen Cooke
Title: Vice-President

TRUE NORTH SALMON CO. LTD.

By: 
Name: Glen Cooke
Title: Vice-President

ACKNOWLEDGED AND AGREED TO BY:

DNB BANK ASA NEW YORK BRANCH, as
Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement effective as of the date first written above.

GRANTORS

COOKE AQUACULTURE INC.

By: _____
Name:
Title:

KELLY COVE SALMON LTD.


By: _____
Name:
Title:


TRUE NORTH SALMON CO. LTD.

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED TO BY:

DNB BANK ASA NEW YORK BRANCH, as
Administrative Agent

By: 
Name: **Mita Zalavadia**
Title: Assistant Vice President


Ahelia Singh
Assistant Vice President

[Signature Page to IP Security Agreement]

Exhibit A

SCHEDULE OF U.S. TRADEMARKS

Mark	Filing Date	App./Reg. No.	Status	Owner
HERITAGE SALMON	December 10, 2002	2659010	Registered	True North Salmon Co. Ltd.
TRUE NORTH	April 2, 2002	2554629	Registered	True North Salmon Co. Ltd.
JAIL ISLAND SALMON PREMIUM ATLANTIC SALMON	March 22, 2011	3933392	Registered	True North Salmon Co. Ltd.
Daisy Fish Design	August 13, 2013	4382633	Registered	True North Salmon Co. Ltd.
TRUE NORTH SALMON COMPANY (Colour/character)	May 28, 2013	4341500	Registered	True North Salmon Co. Ltd.
TRUE NORTH SALMON COMPANY (Colour/character)	March 5, 2013	4298253	Registered	True North Salmon Co. Ltd.
HERITAGE SALMON (Colour/character)	April 2, 2013	4312099	Registered	True North Salmon Co. Ltd.
BANDERA BRONZINI	December 20, 2017	87728503	Pending	True North Salmon Co. Ltd.
TRUE NORTH SEAFOOD COMPANY (STYLIZED)	December 22, 2017	87732048	Pending	True North Salmon Co. Ltd.
TRUE NORTH SEAFOOD COMPANY	December 22, 2017	87731991	Pending	True North Salmon Co. Ltd.
EAT TRUE	April 14, 2015	86596636	Pending	True North Salmon Co. Ltd.
THE EVOLUTION OF SALMON	September 2, 2014	4746847	Registered	True North Salmon Co. Ltd.
LOGO	December 20, 2017	87728807	Pending	True North Salmon Co. Ltd.