

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496891

<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>
Fish+People Corporation		11/02/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stonegate Asset Company II, LLC		
<b>Street Address:</b>	123 N. Wacker Drive, Suite 1160		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87191279	FISHPEOPLE	
<b>Serial Number:</b>	87191290	FISHPEOPLE	
<b>Serial Number:</b>	85790769	FISHPEOPLE OF THE PACIFIC NORTHWEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8883259172		
<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>	617-239-0567		
<b>Email:</b>	carla.hines@lockelord.com		
<b>Correspondent Name:</b>	Carla Hines		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Locke Lord LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>NAME OF SUBMITTER:</b>	Carla A. Hines		
<b>SIGNATURE:</b>	/s/ Carla A. Hines		
<b>DATE SIGNED:</b>	11/05/2018		
<b>Total Attachments: 6</b>			
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**PATENT & TRADEMARK SECURITY AGREEMENT**

November 2, 2018

THIS PATENT & TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is executed by FISH+PEOPLE CORPORATION, a Delaware corporation (the “**Grantor**”), for the benefit of STONEGATE ASSET COMPANY II, LLC, a Delaware limited liability company (the “**Lender**”).

**WITNESSETH:**

WHEREAS pursuant to the terms of that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor and Fishpeople Seafood, Inc., a Delaware public benefit corporation (together, the “**Borrowers**”), as borrowers, the Guarantors (as defined therein) from time to time party thereto, and the Lender, as lender, the Lender has agreed to extend credit and make certain financial accommodations to the Borrowers.

WHEREAS pursuant to the terms of that certain Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrowers and the Lender, the Grantor has granted to the Lender a security interest and continuing lien on all of the Grantor’s right, title and interest in, to and under all Collateral, including the IP Collateral (each as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement) including the Obligations of the Grantor under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Lender shall have all rights of a secured party in and to the IP Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor’s right, title and interest in such IP Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Security Agreement.

***Section 2. Grant of Security Interest in Trademarks***

The Grantor hereby grants to the Lender a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the “**Trademark Collateral**”).

***Section 3. Grant of Security Interest in Patents***

The Grantor hereby grants to the Lender a security interest in all of its right, title and interest in, to and under the Patents, including the Patents listed in Schedule B, in each case whether now owned or hereafter acquired (collectively, the “Patent Collateral,” and together with the Trademark Collateral, the “IP Collateral”).

***Section 4. Security for Obligations***

This Agreement secures, and the IP Collateral is collateral security for, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations.

***Section 5. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 6. Recordation***

The Grantor hereby authorizes the United States Patent and Trademark Office and any other applicable United States government authority to record this Agreement.

***Section 7. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

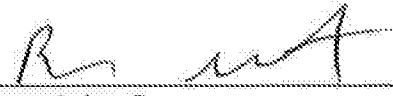
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

FISH+PEOPLE CORPORATION

By:   
Name: Brian Gentry  
Title: Vice President of Finance

Acknowledged and Agreed:

LENDER:



STONEGATE ASSET COMPANY II, LLC

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

Name: Darren Latimer

Title: Chief Executive Officer

**SCHEDULE A**  
**TO**  
**PATENT & TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Class/Goods</b>	<b>Serial #</b>	<b>Registration #</b>
FISHPEOPLE	(Int'l Class: 29) pre-packaged meals, entrees, soups, sides, snacks, and appetizers consisting primarily of seafood; seafood, not live, in the nature of fresh and frozen seafood fillets and portions	87191279	5204359
	(Int'l Class: 29) pre-packaged meals, entrees, soups, sides, snacks, and appetizers consisting primarily of seafood; seafood, not live, in the nature of fresh and frozen seafood fillets and portions	87191290	5204360
	(Int'l Class: 29) prepared entrees consisting primarily of seafood	85790769	4527804

**SCHEDULE B**  
**TO**  
**PATENT & TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES REGISTERED PATENTS**

None.

Schedule B to Patent & Trademark Security Agreement

AM 70140861.2

**RECORDED: 11/05/2018**

**TRADEMARK**  
**REEL: 006475 FRAME: 0806**