

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501302

<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>
Down East Specialty Products, Inc.		12/05/2018	Corporation: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Bank of Canada		
<b>Street Address:</b>	600 de la Gauchetière Street West		
<b>Internal Address:</b>	Ground Floor		
<b>City:</b>	Montréal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B 4L2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4247739	DOWNEAST SPECIALTY LOBSTER PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7168490349		
<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>	7168564000		
<b>Email:</b>	dcarosa@hodgsonruss.com		
<b>Correspondent Name:</b>	Daniel R. Carosa		
<b>Address Line 1:</b>	140 Pearl St.		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14202		
<b>ATTORNEY DOCKET NUMBER:</b>	037511.00010		
<b>NAME OF SUBMITTER:</b>	Daniel R. Carosa		
<b>SIGNATURE:</b>	/daniel r carosa/		
<b>DATE SIGNED:</b>	12/10/2018		
<b>Total Attachments: 8</b>			
source=DOCS-#18602189-v1-IP_US_Security_Agreement_-_Cape_Bald_Financing_(Executed)#page1.tif			
source=DOCS-#18602189-v1-IP_US_Security_Agreement_-_Cape_Bald_Financing_(Executed)#page2.tif			

OP \$40.00 4247739

source=DOCS-#18602189-v1-IP\_US\_Security\_Agreement\_-\_Cape\_Bald\_Financing\_(Executed)#page3.tif  
source=DOCS-#18602189-v1-IP\_US\_Security\_Agreement\_-\_Cape\_Bald\_Financing\_(Executed)#page4.tif  
source=DOCS-#18602189-v1-IP\_US\_Security\_Agreement\_-\_Cape\_Bald\_Financing\_(Executed)#page5.tif  
source=DOCS-#18602189-v1-IP\_US\_Security\_Agreement\_-\_Cape\_Bald\_Financing\_(Executed)#page6.tif  
source=DOCS-#18602189-v1-IP\_US\_Security\_Agreement\_-\_Cape\_Bald\_Financing\_(Executed)#page7.tif  
source=DOCS-#18602189-v1-IP\_US\_Security\_Agreement\_-\_Cape\_Bald\_Financing\_(Executed)#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of December 5, 2018, is made by Down East Specialty Products, Inc. (a Maine corporation (the “**Grantor**”), with an address of 2616 Chemin Acadie, Cap-Pele (New Brunswick) E4N 1E3, Canada) in favor of National Bank of Canada, with an address of 600 de la Gauchetière Street West, Ground Floor, Montréal (Québec) H3B 4L2 Canada, as administrative agent (the “**Agent**”) for the Lenders (as defined in the Credit Agreement).

WHEREAS, the Lenders have agreed to make credit facilities in the aggregate principal initial amount specified in the Credit Agreement (the “**Credit Facilities**”) available to 11085166 Canada Inc. (the “**Borrower**”), a corporation incorporated under the laws of Canada.

WHEREAS, the Credit Facilities have been made available under the Credit Agreement dated December 5, 2018 among the Borrower, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, the Grantor is a Subsidiary of the Borrower and will benefit directly or indirectly from Agent and the Lenders making the Credit Facilities available to the Borrowers.

WHEREAS, as a condition precedent to the making of the Credit Facilities by the Lenders under the Credit Agreement, the Grantor is entering into and performing under that certain US Security Agreement in favor of Lender dated as of December 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, a security interest in, among other property, all of its Registered Intellectual Property (as defined below), and as a further inducement for and a condition precedent of Agent and the Lenders entering into the Credit Agreement and making the Credit Facilities available to the Borrowers, the Grantor has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

WHEREAS, terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent, a security interest in all of the Grantor’s right, title and interest in and to the following (collectively, the “**Collateral**”):

(i) all trademarks, together with the goodwill of the business symbolized by and associated with the trademarks, trade names, certification marks, patents, circuit topographies, copyrights and industrial designs that are registered in the United States Patent

and Trademark Office or in any similar office or agency of the United States, any state thereof, or any political subdivision thereof or in respect of which any application for registration is pending with regard to the Grantor (collectively, the “**Registered Intellectual Property**”), which Registered Intellectual Property is set forth in Schedule A attached hereto;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Credit Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Credit Obligations (as defined in the Security Agreement).

SECTION 3. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable governmental authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this IP Security Agreement by facsimile or electronic PDF transmission shall be as effective as a manually signed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Attornment. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Courts of the State of

New York, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York Court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Secured Party (as defined in the Security Agreement) may otherwise have to bring any action or proceeding relating to this Agreement or any of its respective Credit Documents against any Grantor or their respective properties in the courts of any other proper jurisdiction. The Grantor hereby irrevocably and unconditionally waives, to the fullest extent they may legally and effectively do so, (i) any objection they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in this section, and (ii) the defense of an inconvenient forum to the maintenance of such action or proceeding.

EACH OF THE PARTIES HERETO AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER HEREOF, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SECTION 8. Agreement Applies to Future Intellectual Property.

(i) The provisions of this IP Security Agreement shall automatically apply to any such additional property or rights described in Section 1 above, all of which shall be deemed to be and treated as “Registered Intellectual Property” and “Collateral” within the meaning of this IP Security Agreement.

(ii) Upon the request of Agent, the Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may reasonably request to evidence Agent’s security interest in any Collateral and the goodwill of the Grantor

relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Grantor hereby constitutes Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, that Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

[Signature Pages Follow]

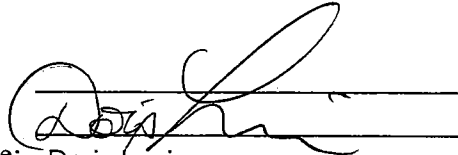
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address

**DOWN EAST SPECIALTY  
PRODUCTS, INC.**  
a Maine corporation

Attention:  
Fax No.:

By:



Name: Doris Losier  
Title: Vice-President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006497 FRAME: 0168**

**Schedule A – Registered Intellectual Property**

**a) Trademarks**

<b>Country</b>	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Goods / Services</b>
US	76709146	4247739	DOWNEAST SPECIALTY LOBSTER PRODUCTS and Design	Sea and fish products, namely, whole lobster, lobster meat and lobster tails, all of the foregoing being intended for sale to restaurants and restaurant suppliers, the seafood and fish products sold under the mark are produced using fish and lobsters caught in the waters of the Downeast region



**b) Patents**

Nil.

**c) Copyrights**

Nil.