

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOUISIANA FISH FRY PRODUCTS, LTD.		10/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT CAPITAL, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	191 NORTH WACKER DRIVE, 30TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4819193	BAKIN CAJUN	
Registration Number:	4122976	CRAVIN CAJUN	
Registration Number:	3379638	CRAVIN CAJUN	
Registration Number:	4003456	CRAVIN CRABS	
Registration Number:	3432096	CRAVIN CRAWFISH	
Registration Number:	4007108	CRAVIN SHRIMP	
Registration Number:	5366235	EAT LIKE A LOCAL	
Registration Number:	2827057	EST. 1982 LOUISIANA FISH FRY PRODUCTS BR	
Registration Number:	2827571	EST. 1982 LOUISIANA FISH FRY PRODUCTS BR	
Registration Number:	2827058	LOUISIANA FISH FRY PRODUCTS	
Registration Number:	2801892	LOUISIANA FISH FRY PRODUCTS	
Registration Number:	2786198	LOUISIANA FISH FRY PRODUCTS	
Registration Number:	2794015	LOUISIANA FISH FRY PRODUCTS BRING THE TA	
Registration Number:	3292772	POUR AND BOIL	
Registration Number:	3383315	WHEN YOU'RE CRAVIN CAJUN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342663-00235
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	10/08/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of October, 2018, by Louisiana Fish Fry Products, Ltd., a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of October 5, 2018 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of October 5, 2018 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial (and where applicable, judicial reference) are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such term. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

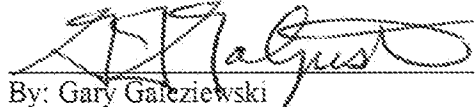
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

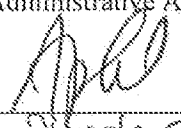
LOUISIANA FISH FRY PRODUCTS, LTD.

A handwritten signature in black ink, appearing to read "G. Galeziewski", is written over a horizontal line.

By: Gary Galeziewski
Its: Chief Financial Officer




Agreed and Accepted
As of the Date First Written Above


NXT CAPITAL, LLC,
as Administrative Agent

By 
Its Director

SCHEDULE 1

U.S. Trademark Registrations:

Owner	Trademark	Registration Number	Registration Date
Louisiana Fish Fry Products, Ltd.	<u>BAKIN CAJUN</u>	4819193	September 22, 2015
Louisiana Fish Fry Products, Ltd.	<u>CRAVIN CAJUN</u>	4122976	April 3, 2012
Louisiana Fish Fry Products, Ltd.	<u>CRAVIN CAJUN</u>	3379638	February 5, 2008
Louisiana Fish Fry Products, Ltd.	<u>CRAVIN CRABS</u>	4003456	July 26, 2011
Louisiana Fish Fry Products, Ltd.	<u>CRAVIN CRAWFISH</u>	3432096	May 20, 2008
Louisiana Fish Fry Products, Ltd.	<u>CRAVIN SHRIMP</u>	4007108	March 29, 2010
Louisiana Fish Fry Products, Ltd.	<u>EAT LIKE A LOCAL</u>	5366235	December 26, 2017
Louisiana Fish Fry Products, Ltd.	<u>EST. 1982 LOUISIANA FISH FRY PRODUCTS BRING THE TASTE OF LOUISIANA HOME! and Design</u> 	2827057	March 30, 2004
Louisiana Fish Fry Products, Ltd.	<u>EST. 1982 LOUISIANA FISH FRY PRODUCTS BRING THE TASTE OF LOUISIANA HOME! and Design</u> 	2827571	March 30, 2004
Louisiana Fish Fry Products, Ltd.	<u>LOUISIANA FISH FRY PRODUCTS and Design</u> 	2827058	March 30, 2004

Louisiana Fish Fry Products, Ltd.	<u>LOUISIANA FISH FRY PRODUCTS</u>	2801892	January 6, 2004
Louisiana Fish Fry Products, Ltd.	<u>LOUISIANA FISH FRY PRODUCTS</u>	2786198	November 25, 2003
Louisiana Fish Fry Products, Ltd.	<u>LOUISIANA FISH FRY PRODUCTS</u> <u>BRING THE TASTE OF LOUISIANA HOME! EST. 1982</u> and Design 	2794015	December 16, 2003
Louisiana Fish Fry Products, Ltd.	<u>POUR AND BOIL</u>	3292772	September 18, 2007
Louisiana Fish Fry Products, Ltd.	<u>WHEN YOU'RE CRAVIN CAJUN</u>	3383315	February 12, 2008