

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504984

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
East Coast Seafood Group, LLC		10/23/2018	Limited Liability Company: MASSACHUSETTS
East Coast Seafood, LLC		10/23/2018	Limited Liability Company: MASSACHUSETTS

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	205 Patura Street
<b>City:</b>	West Palm Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33401
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	5294192	GARBO LOBSTER
Registration Number:	5175801	ROCKY COAST LOBSTER CO.
Serial Number:	87651956	ROCKY COAST
Serial Number:	87799048	UNCHARTERED
Serial Number:	87799064	LORE
Serial Number:	87799017	SALT & SKY
Serial Number:	87799039	SWOON
Registration Number:	4483285	PATUREL INTERNATIONAL
Registration Number:	4486500	MAINE FAIR TRADE LOBSTER
Registration Number:	4571236	WORLDWIDE PERISHABLES ENTERPRISES
Registration Number:	3819935	LOBSTER ACADEMY
Registration Number:	3819557	ONE FOR ONE
Registration Number:	5050183	MAINE FAIR TRADE LOBSTER
Registration Number:	5150604	EAST COAST SEAFOOD
Registration Number:	4252725	EAST COAST SEAFOOD
Registration Number:	3873156	ATLANTIC GEM
Registration Number:	2557998	SEATRADE

OP \$565.00 5294192

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2340535	SEATRADE INTERNATIONAL
Registration Number:	2569199	GOLDEN SUN
Registration Number:	2398052	ATLANTIC GEM
Registration Number:	3297852	ATLANTIC PEARL
Registration Number:	3223041	SEATRADE

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 800-713-0755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
<b>SIGNATURE:</b>	/Gloria Sheehan/
<b>DATE SIGNED:</b>	01/08/2019

**Total Attachments: 8**  
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Additional Names of Conveying Party

East Coast Seafood, LLC, a Massachusetts limited liability company

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "**Trademark Security Agreement**"), dated as of October 3, 2018, is made by the undersigned parties (each individually, a "**Grantor**" and collectively, the "**Grantors**"), in favor of PNC BANK, NATIONAL ASSOCIATION ("**Grantee**"), as agent for the financial institutions which are now or which hereafter become a party (collectively, the "**Lenders**" and each individually, a "**Lender**") to that certain Revolving Credit and Security Agreement (as in effect on the date hereof and as amended, modified and supplemented from time to time, the "**Credit Agreement**"), dated of even date hereof, by and among Grantors, Grantee, Lenders and the other Loan Parties.

**WHEREAS**, pursuant to the Credit Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Grantors;

**WHEREAS**, under the terms of the Credit Agreement, the Grantors have granted to Grantee a security interest in, among other property, the intellectual property of the Grantors; and

**WHEREAS**, the Grantors have agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("**USPTO**").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree with the Grantee as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Security.** Each of the Grantors hereby pledge and grant to the Grantee a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantors' business symbolized by the foregoing or connected therewith (the "**Trademarks**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "**Trademark Collateral**" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or

examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Each of the Grantors hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Credit Agreement and Other Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantors will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the Other Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

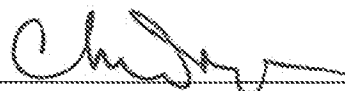
8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantors and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

*[Signature page follows]*

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

**EAST COAST SEAFOOD GROUP, LLC**

By: 

Name: Christopher Maze

Title: Chief Executive Officer

**EAST COAST SEAFOOD, LLC**

By: 


Name: Christopher Maze

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Grantee and Agent for the Lenders

By:



Name: Michael Picard

Title: Senior Vice President

Address: 205 Datura Street  
West Palm Beach, FL 33401

with a copy to:

PNC Bank, National Association  
PNC Agency Services  
PNC Firstside Center  
500 First Avenue (Mailstop: P7-PFSC-04-1)  
Pittsburgh, Pennsylvania 15219  
Attention: Lori Killmeyer

[Signature Page - Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006519 FRAME: 0719**



**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

OWNERSHIP	MARK	COUNTRY(IES)	SERIAL NO.	REGISTRATION NO.
American Holdco, Inc.*	MAINE FAIR TRADE LOBSTER	European Union which covers the following EU member countries  Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and United Kingdom		011412831
American Holdco, Inc.	CANADIAN GOLD SEAFOOD & Design	European Union		010382521
American Holdco, Inc.	ONE FOR ONE & Design	European Union		010382497
American Holdco, Inc.	EAST COAST SEAFOOD & Design	European Union		010382455
American Holdco, Inc.	PATUREL INTERNATIONAL & Design	European Union		010382463
American Holdco, Inc.	SEATRADE & Design	European Union		010614196
American Holdco, Inc.	CANADIAN GOLD SEAFOOD & Design	European Union		010382521
East Coast Seafood Group, LLC	GARBO LOBSTER	U.S.		5294192
East Coast Seafood Group, LLC	ROCKY COAST LOBSTER CO.	U.S.		5175801
East Coast Seafood Group, LLC	ROCKY COAST	U.S.	87651956	
East Coast Seafood Group, LLC	UNCHARTERED	U.S.	87799048	
East Coast Seafood Group, LLC	LORE	U.S.	87799064	
East Coast Seafood Group, LLC	SALT & SKY	U.S.	87799017	
East Coast Seafood Group, LLC	SWOON	U.S.	87799039	
East Coast Seafood, LLC	PATUREL INTERNATIONAL	U.S. *		4483285
East Coast Seafood, LLC	PATUREL INTERNATIONAL	CANADA		TMA914468

[Schedule 1 - Trademark Security Agreement]

**TRADEMARK  
REEL: 006519 FRAME: 0720**

OWNERSHIP	MARK	COUNTRY(IES)	SERIAL NO.	REGISTRATION NO.
East Coast Seafood, LLC	MAINE FAIR TRADE LOBSTER	U.S.		4486500
East Coast Seafood, LLC	WORLDWIDE PERISHABLES ENTERPRISES	U.S.		4571236
East Coast Seafood, LLC	LOBSTER ACADEMY	U.S.		3819935
East Coast Seafood, LLC	ONE FOR ONE	U.S.		3819557
East Coast Seafood, LLC	MAINE FAIR TRADE LOBSTER & Design	U.S.		5050183
East Coast Seafood, LLC	EAST COAST SEAFOOD & Design	U.S.		5150604
East Coast Seafood, LLC	EAST COAST SEAFOOD	U.S.		4252725
SEATRADE INTERNATIONAL CO., LLC**	ATLANTIC GEM	U.S.		3873156
SEATRADE INTERNATIONAL CO., LLC	SEATRADE & Design	U.S.		2557998
SEATRADE INTERNATIONAL CO., LLC	SEATRADE INTERNATIONAL	U.S.		2340535
SEATRADE INTERNATIONAL CO., LLC	GOLDEN SUN (Stylized)	U.S.		2569199
SEATRADE INTERNATIONAL CO., LLC	ATLANTIC GEM (Stylized)	U.S.		2398052
SEATRADE INTERNATIONAL CO., LLC	ATLANTIC PEARL	U.S.		3297852
SEATRADE INTERNATIONAL CO., LLC	SEATRADE	U.S.		3223041

\*American Holdco, Inc. is a predecessor entity of East Coast Seafood Group, LLC

\*\*Seatrade International Co., LLC is a predecessor entity of East Coast Seafood, LLC

[Trademark Security Agreement]