

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521078

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mowi USA, LLC	FORMERLY Marine Harvest USA, LLC	04/23/2019	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	DNB Bank ASA
Street Address:	Dronning Eufemias Gt. 3
City:	Oslo
State/Country:	NORWAY
Postal Code:	N-0191
Entity Type:	Allmennaksjeselskap (ASA): NORWAY

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3824965	ADMIRAL'S
Registration Number:	2207350	AYSEN
Serial Number:	86126321	REBEL FISH
Serial Number:	87540232	REBEL FISH
Serial Number:	88084500	REBEL FISH
Registration Number:	5219633	REBEL FISH
Registration Number:	5061178	REBEL FISH
Registration Number:	2876953	ROYAL FJORD
Registration Number:	4846089	ROYAL FJORD
Registration Number:	5052368	THE SALMON KITCHEN .COM
Registration Number:	4944525	THE TILAPIA KITCHEN.COM

CORRESPONDENCE DATA

Fax Number:

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: 2026637271

Email: thomas.brooke@hklaw.com, ptdocketing@hklaw.com

Correspondent Name: Thomas W. Brooke

Address Line 1: Holland & Knight LLP, 800 17th St NW

TRADEMARK

Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

DOMESTIC REPRESENTATIVE

Name: Thomas W. Brooke
Address Line 1: Holland & Knight LLP, 800 17th St NW
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER: Thomas W. Brooke

SIGNATURE: /Thomas W. Brooke/

DATE SIGNED: 04/28/2019

Total Attachments: 16

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FIRST AMENDMENT TO SECURITY AGREEMENT

DATED: April 23, 2019

BETWEEN: Mowi USA, LLC,
a Florida limited liability company of
8550 NW 17th Street, Suite 105
Miami, Florida 33126
USA

(the "Additional Guarantor")

AND: DNB Bank ASA
Dronning Eufemias gt. 30
N-0191 Oslo, Norway

Acting as "Security Agent" for the "Secured Parties" (in each case as defined in the Intercreditor Agreement defined in Section 1.5 of the Security Agreement defined below)

(the "Security Agent")

RECITALS

A. Reference is hereby made to that certain Security Agreement by and between Additional Guarantor and the Security Agent dated as of July 4, 2017, pursuant to which Additional Guarantor granted to the Security Agent a security interest in and lien on all assets of Additional Guarantor (as the same may be amended, restated, modified or supplemented from time to time, the "Security Agreement"). All capitalized terms used, but not otherwise defined, in this First Amendment shall have the meanings set forth in the Security Agreement.

B. On near even date herewith, the Additional Guarantor changed its legal name from Marine Harvest USA, LLC to the name set forth above.

C. The Security Agent consented to the foregoing name change on the condition that Additional Guarantor, among other things, execute this First Amendment to update Schedules 1.2, 2.2 and 2.4 of the Security Agreement and make the other agreements provided for herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent and Additional Guarantor hereby agree as follows:

1. Amendments to Security Agreement.

a. Schedules 1.2, 2.2 and 2.4 of the Security Agreement are hereby deleted in their entirety and replaced with Schedules 1.2, 2.2 and 2.4 attached hereto and made a part hereof.

b. Effective May 1, 2019, the address of Additional Guarantor appearing in the Security Agreement at the top of page 1 and in Section 13 shall be changed to:

Mowi USA, LLC
8499 NW 80th Street
Medley, FL 33166

2. Reaffirmation. No other amendments are hereby made to the Security Agreement, and Additional Guarantor hereby confirms, reaffirms, and ratifies its obligations under and the terms and conditions of the Security Agreement, as amended hereby, in their entirety.

3. Representations and Warranties. Additional Guarantor hereby confirms that the representations and warranties set forth in the Security Agreement, as amended hereby, remain true and correct in all material respects. Additional Guarantor also represents and warrants to the Security Agent that (a) Additional Guarantor has full power and authority to execute, deliver, and perform its obligations under this First Amendment; (b) the execution, delivery, and performance of this First Amendment by Additional Guarantor will not violate any provision of any existing law or regulation applicable to Additional Guarantor, any provision of its governing organizational documents, any order or decree of any court, arbitrator or governmental authority, or any contractual undertaking to which it is a party or by which it may be bound; (c) no consents, licenses, approvals or authorizations of, exemptions by or registrations or filings with, any governmental authority are required with respect to Additional Guarantor's execution, delivery, and performance of this First Amendment; and (d) this First Amendment constitutes the legal valid and binding obligations of Additional Guarantor, enforceable in accordance with its terms.

4. GOVERNING LAW. THIS FIRST AMENDMENT, INCLUDING THE VALIDITY OF THIS FIRST AMENDMENT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

5. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and no other person shall be a beneficiary hereunder.

6. Modifications. Neither this First Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

7. Counterparts and Electronic Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken

together, shall constitute one agreement. This First Amendment may be executed by a party's signature transmitted by electronic means, and copies of this First Amendment executed and delivered by means of electronic signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon electronic signatures as if such signatures were originals. Any party executing and delivering this First Amendment electronically shall promptly thereafter deliver a counterpart signature page of this First Amendment containing said party's original signature. All parties hereto agree that an electronic signature page may be introduced into evidence in any proceeding arising out of or related to this First Amendment as if it were an original signature page.

[Signatures to this First Amendment appear on the following page 4.]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

DNB BANK ASA, as Security Agent

By: Silje Lothe Søraa
Name: Silje Lothe Søraa
Title: Advisor
Petter Hauilan
Senior Advisor

MOWI USA, LLC

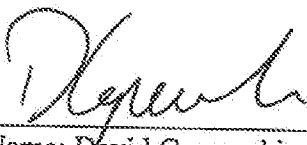
By: _____
Name: David Cynewski
Title: Secretary

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

DNB BANK ASA, as Security Agent

By: _____
Name:
Title:

MOWI USA, LLC

By:  _____
Name: David Cynewski
Title: Secretary

SCHEDULE 1.2

"Collateral"

1.2.3. Investment Property

None

1.2.6. Commercial Tort Claims

None

1.2.7. Deposit Accounts:

<u>Acc't No.</u>	<u>Account Holder</u>	<u>Account Name</u>	<u>Bank Name</u>	<u>Address</u>	<u>City</u>	<u>Zip Code</u>
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1.2.8. Letter of Credit Rights:

None

1.2.9. Trademarks

Tradenname (Florida): Marine Harvest USA, LLC

Tradenname (Texas): Marine Harvest USA, LLC

Trademarks: Continued on following pages

1.2.9. Domain Names

No

SCHEDULE 1.2

"Collateral"

1.2.9. Trademarks (continued)

Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
ADMIRAL'S	U.S.	Registered	77897435	18-Dec-2009	3824965	27-Jul-2010	Marine Harvest USA, LLC
AYSEN	U.S.	Registered	75-433,225	12-Feb-1998	2,207,350	01-Dec-1998	Marine Harvest USA, LLC
REBEL FISH	Austria	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Bulgaria	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Brazil	Registered	907728480	22-May-2014	907728480		Marine Harvest USA, LLC
REBEL FISH	Brazil	Registered	907728529	22-May-2014	907728529		Marine Harvest USA, LLC
REBEL FISH	Benelux	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Canada	Allowed	1720150	19-May-2015			Marine Harvest USA, LLC

SCHEDULE 1.2

"Collateral"

Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
REBEL FISH	Cyprus, Republic of	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Czech Republic	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Germany	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Denmark	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Estonia	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	European Community	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Spain	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Finland	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	France	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC

SCHEDULE 1.2

"Collateral"

Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
REBEL FISH	United Kingdom	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC ¹
REBEL FISH	Greece	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Croatia	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Hungary	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Ireland	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Italy	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Lithuania	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Latvia	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Malta	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC

¹ Owner name to be updated for all trademarks following legal name change.

SCHEDULE I.2

“Collateral”

Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
REBEL FISH	Norway	Registered	201406010	22-May-2014	277563	08-Sep-2014	Marine Harvest USA, LLC
REBEL FISH	Poland	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Portugal	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Romania	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Sweden	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Slovenia	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	Slovakia	Registered	012899688	22-May-2014	012899688	22-May-2014	Marine Harvest USA, LLC
REBEL FISH	U.S.	Allowed	86-126,321	22-Nov-2013			Marine Harvest USA, LLC
REBEL FISH	U.S.	Pending	87-540,232	??			Marine Harvest USA, LLC

SCHEDULE 1.2

"Collateral"

Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
REBEL FISH Stylized	U.S.	Published	88-084,500	??			Marine Harvest USA, LLC
REBEL FISH	U.S.	Registered	86908629	09-Feb-2016	5219633	06-Jun-2017	Marine Harvest USA, LLC
REBEL FISH	U.S.	Registered	86908259	22-Nov-2013	5061178	11-Oct-2016	Marine Harvest USA, LLC
ROYAL FJORD	U.S.	Registered	76-557,017	22-Sep-2003	2,876,953	24-Aug-2004	Marine Harvest USA, LLC
ROYAL FJORD	U.S.	Registered	86621818	07-May-2015	4846089	03-Nov-2015	Marine Harvest USA, LLC
ROYAL FJORD	Aruba	Registered	TM-150522,28	22-May-2015	32628	02-Jul-2015	Marine Harvest USA, LLC
ROYAL FJORD	Barbados	Pending	81/33289	04-Jun-2015			Marine Harvest USA, LLC
ROYAL FJORD	Canada	Registered	1720152	19-Mar-2015	TMA935,644	21-Apr-2016	Marine Harvest USA, LLC
ROYAL FJORD	Colombia	Registered	2015.102.944	05-May-2015	564932		Marine Harvest USA, LLC

SCHEDULE 1.2

"Collateral"

Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
ROYAL FJORD	Costa Rica	Registered	2015-4377	08-May-2015	248367	24-Nov-2015	Marine Harvest USA, LLC
ROYAL FJORD	Dominican Republic	Registered	2015-16193	26-May-2015	223878	17-Aug-2015	Marine Harvest USA, LLC
ROYAL FJORD	El Salvador	Registered	20150217114	07-May-2015	202 Book 275	24-Feb-2016	Marine Harvest USA, LLC
ROYAL FJORD	Guatemala	Registered	2015-4454	15-May-2015	213971	20-Apr-2016	Marine Harvest USA, LLC
ROYAL FJORD	Honduras	Registered	18008/2015	07-May-2015	136613	02-May-2016	Marine Harvest USA, LLC
ROYAL FJORD	Jamaica	Registered	67,082	06-May-2015	67,082	06-May-2015	Marine Harvest USA, LLC
ROYAL FJORD	Nicaragua	Registered	2015-001581	08-May-2015	2015112464 LM	03-Dec-2015	Marine Harvest USA, LLC
ROYAL FJORD	Panama	Registered	243238	11-Aug-2015	243238	11-Aug-2015	Marine Harvest USA, LLC
ROYAL FJORD	Trinidad and Tobago	Published	49724	08-May-2015			Marine Harvest USA, LLC

SCHEDULE 1.2

"Collateral"

Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
THE SALMON KITCHEN.COM (AND DESIGN)	U.S.	Registered	86621800	07-May-2015	5052368	04-Oct-2016	Marine Harvest USA, LLC
THE TILAPIA KITCHEN.COM (AND DESIGN)	U.S.	Registered	86621792	07-May-2015	4944525	26-Apr-2016	Marine Harvest USA, LLC

SCHEDULE 2.2

Location of Collateral

Company	Location/Address	Location Type
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SCHEDULE 2.2

"Location of Collateral"

Company	Location/Address	Location Type
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SCHEDULE 2.4

Real Property

Name	Address	City	State	Zip Code	Lease Term
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