

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534189

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|--|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Stanley Pearlman Enterprises, Inc. | | 07/22/2019 | Corporation: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Manufacturers and Traders Trust Company | | |
| Street Address: | 25 South Charles Street | | |
| City: | Baltimore | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21201 | | |
| Entity Type: | Company: NEW YORK | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5054218 | MEET THE FISH | |
| Registration Number: | 5108127 | CONGRESSIONAL SEAFOOD CO | |
| Registration Number: | 5103498 | CONGRESSIONAL SEAFOOD CO | |
| Registration Number: | 2201085 | NAFCO | |
| Registration Number: | 5112692 | | |
| Registration Number: | 5372532 | BALTIMORE CRAB COMPANY | |
| Registration Number: | 5252695 | THE BEST SUSTAINABLE SEAFOOD ON THE PLAN | |
| Registration Number: | 5106881 | NORTH ATLANTIC FISH COMPANY | |
| Registration Number: | 5573163 | BALTIMORE CLAM & OYSTER COMPANY | |
| Registration Number: | 5436359 | NORTH ATLANTIC FISH COMPANY | |
| Registration Number: | 3231716 | BALTIMORE CRAB COMPANY | |
| Serial Number: | 88248234 | BALTIMORE CLAM & OYSTER CO. | |
| Registration Number: | 3799170 | BALTIMORE CRAB COMPANY | |
| Registration Number: | 4457451 | BALTIMORE OYSTER COMPANY | |
| Registration Number: | 2927583 | NAFCO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <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: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

| | |
|--------------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 106896-01024 |
| NAME OF SUBMITTER: | Timothy D. Pecsénye |
| SIGNATURE: | /Timothy D. Pecsénye/ |
| DATE SIGNED: | 07/30/2019 |

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of July 22, 2019, is made by and between STANLEY PEARLMAN ENTERPRISES, INC., a Maryland corporation (the “Grantor”), and MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as Agent for the Lenders under the Loan Agreement (as defined below) (together with its successors and permitted assigns, “Agent”), having a business location at 25 South Charles Street, 18th Floor, Baltimore, MD 21201. Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Loan Agreement (as defined below).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of the Grantor’s right, title and interest in and to the registered copyrights listed on Exhibit A, including, without limitation, all renewals and extensions of the foregoing, and all products and proceeds of the foregoing, including the right to receive Royalties with respect to any of the foregoing, and the right to sue for any past, present or future infringement or violation thereof.

“Loan Agreement” means the Loan and Security Agreement, dated as of the date hereof, among Grantor, the other Borrowers from time to time party thereto, Agent and the Lenders from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

“Patents” means all of the Grantor’s right, title and interest in and to the patents and applications for patents listed on Exhibit B, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement or violation thereof.

“Royalties” means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Grantor’s right, title and interest in and to the registered or pending trademarks and service marks listed on Exhibit C, including, without limitation, the respective goodwill associated with any of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement, dilution or violation thereof.

2. Security Interest. The Grantor hereby grants to the Agent, for the benefit of Agent and Lenders, a security interest in and Lien upon (the "Security Interest") the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.

3. Remedies. Upon the occurrence of and during an Event of Default, the Agent and Lenders may exercise any or all remedies available under the Loan Agreement.

4. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the Security Interest in the Copyrights, Trademarks and Patents made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**STANLEY PEARLMAN ENTERPRISES,
INC., as Grantor**

By: 

Name: Stanley Pearlman

Title: President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK
REEL: 006706 FRAME: 0412**

ACCEPTED AND AGREED
as of the date first above written:

MANUFACTURERS AND TRADERS TRUST COMPANY, as Agent

By: Bruno de Faria
Name: Bruno de Faria
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006706 FRAME: 0413

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

None.


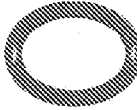

EXHIBIT B



UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

None.

EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

| Loan Party | Registration No. | Mark |
|---|---------------------------------|---|
| Stanley Pearlman Enterprises, Inc. | U.S. Trademark Reg. No. 5054218 | MEET THE FISH |
| Stanley Pearlman Enterprises, Inc. | U.S. Trademark Reg. No. 5108127 | CONGRESSIONAL SEAFOOD CO |
| Stanley Pearlman Enterprises, Inc. | U.S. Trademark Reg. No. 5103498 |  CONGRESSIONAL SEAFOOD CO & DESIGN |
| Stanley Pearlman Enterprises, Inc. dba NAFCO Wholesale Fish Dealers | U.S. Trademark Reg. No. 2201085 | NAFCO |
| Stanley Pearlman Enterprises, Inc. | U.S. Trademark Reg. No. 5112692 |  MISCELLEANOUS DESIGN |
| Stanley Pearlman Enterprises, Inc. | U.S. Trademark Reg. No. 5372532 |  BALTIMORE CRAB COMPANY & DESIGN |
| Stanley Pearlman Enterprises, Inc. | U.S. Trademark Reg. No. 5252695 | THE BEST SUSTAINABLE SEAFOOD ON THE PLANET |
| Stanley Pearlman Enterprises, Inc. | U.S. Trademark Reg. No. 5106881 | NORTH ATLANTIC FISH COMPANY |

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|---|----------------------------------|--|
| Stanley Pearlman Enterprises, Inc. | U.S. Trademark Reg. No. 5573163 | BALTIMORE CLAM & OYSTER COMPANY |
| Stanley Pearlman Enterprises, Inc. | U.S. Trademark Reg. No. 5436359 |  NORTH ATLANTIC FISH COMPANY & DESIGN |
| Stanley Pearlman Enterprises, Inc. | U.S. Trademark Reg. No. 3231716 | BALTIMORE CRAB COMPANY BALTIMORE CRAB COMPANY (STYLIZED) |
| Stanley Pearlman Enterprises, Inc. dba Baltimore Clam & Oyster Co. | U.S. Trademark Reg. No. 88248234 |  BALTIMORE CLAM & OYSTER CO. & DESIGN |
| Stanley Pearlman Enterprises, Inc. dba Baltimore Crab Company | U.S. Trademark Reg. No. 3799170 | BALTIMORE CRAB COMPANY |
| Stanley Pearlman Enterprises, Inc. dba Baltimore Oyster & Shellfish Company | U.S. Trademark Reg. No. 4457451 | BALTIMORE OYSTER COMPANY |
| Stanley Pearlman Enterprises, Inc. dba NAFCO Wholesale Fish Dealers | U.S. Trademark Reg. No. 2927583 | NAFCO |