

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537513

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SLADE GORTON & CO., INC.		08/16/2019	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	ONE BOSTON PLACE, 19th FLOOR		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2554160	GOURMET BAY	
<b>Registration Number:</b>	5514419	SOUNDINGS QUALITY SEAFOOD PRODUCTS	
<b>Registration Number:</b>	5351630	ICYBAY ICELAND	
<b>Registration Number:</b>	5622257	SOUNDINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	202.370.4750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1120861		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	08/21/2019		
<b>Total Attachments: 7</b>			

OP \$115.00 2554160

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**FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

This First Amendment to Trademark Security Agreement (this “First Amendment”) is made as of August 16, 2019, by and among each of the Grantors listed on the signature pages hereof (collectively, jointly and severally, the “Grantors” and each individually, a “Grantor”), and (b) Wells Fargo Bank, National Association, as collateral agent for the ratable benefit of the Lender Group and the Bank Product Providers (in such capacity, the “Collateral Agent”), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

**W I T N E S S E T H:**

WHEREAS, reference is made to that certain Guarantee and Security Agreement, dated as of June 12, 2014 (as amended, modified, supplemented or restated and in effect from time to time, the “Guarantee and Security Agreement”) with, among others, the Grantors named therein and the Collateral Agent for the Lender Group and the Bank Product Providers named therein; and

WHEREAS, reference is also made to that certain Trademark Security Agreement, dated as of June 12, 2014 (as amended, modified, supplemented or restated and in effect from time to time, the “Trademark Security Agreement”), by and among the Grantors and the Collateral Agent, pursuant to which, among other things, the Grantors granted to the Collateral Agent, for the ratable benefit of the Lender Group and the Bank Product Providers, a continuing security interest in and to the Trademark Collateral (as defined therein); and

WHEREAS, the Grantors have advised the Collateral Agent that certain of the Grantors have acquired additional Trademark Collateral;

WHEREAS, the Grantors and the Collateral Agent now wish to amend, modify and supplement the Trademark Security Agreement, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Trademark Security Agreement or the Guarantee and Collateral Agreement (as applicable).
2. Amendments to Trademark Security Agreement. The provisions of the IP Security Agreement are hereby amended by supplementing **SCHEDULE 1** thereto by adding to such **SCHEDULE 1** the **SCHEDULE 1-A** annexed hereto, and the Trademark Collateral described in Section 2(a) of the Trademark Security Agreement shall be deemed to include the Trademark and Trademark Intellectual property Licenses described on such **SCHEDULE 1-A** (collectively, the “New Trademarks”). For purposes of clarity, such **SCHEDULE 1-A** shall be deemed to supplement, rather than replace, **SCHEDULE 1** annexed to the Trademark Security Agreement.

3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by such Grantor to the Collateral Agent (for the ratable benefit of the Secured Parties) under the Guarantee and Collateral Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent (for the ratable benefit of the Lender Group and the Bank Product Providers) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the New Trademarks, together with all of such Grantor's assets of the type described in clauses (b) and (c) of Section 2 of the Trademark Security Agreement relating to the New Trademarks, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the "New Trademark Collateral").
4. Effect on Trademark Security Agreement. Except as specifically provided herein, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect. Each Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all Trademark Collateral (including the New Trademark Collateral) shall continue to secure the Obligations.
5. Miscellaneous.
  - (a) This First Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. An executed facsimile or electronic copy of this First Amendment shall be effective for all purposes as an original hereof.
  - (b) The Trademark Security Agreement, as amended by this First Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
  - (c) Any determination that any provision of this First Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this First Amendment.
  - (d) This First Amendment and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the law of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this First Amendment to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

SLADE GORTON & CO., INC.

By: 

Name: Kimberly Gorton

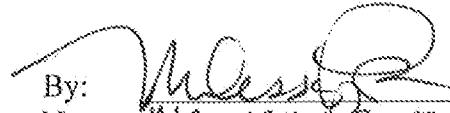
Title: President & CEO

Signature Page to First Amendment to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006725 FRAME: 0468**

**COLLATERAL AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By:   
Name: MELISSA FROST  
Title: Vice President

Signature Page to First Amendment to Trademark Security Agreement

**SCHEDULE 1-A**

**Supplemental List of Trademarks and Trademark Licenses**

See Attached

2516480.4

Schedule 1-A

Trademarks

Country	Trademark Name	Status	Appl No.	Filing Date	Reg No.	Reg Date
CA	ICYBAY	Registered	0651393	20-Feb-1990	TMA383295	19-Apr-1991
CA	ICYBAY SINCE 1928 PREMIUM QUALITY FINE SEAFOODS design	Registered	1423772	07-Jan-2009	TMA 775947	31-Aug-2010
US	GOURMET BAY	Registered	78/037278	30-Nov-2000	2554160	26-Mar-2002
CN	ICYBAY	Registered	8409470	22-Jun-2010	8409470	21-Sep-2011
US	SOUNDINGS design	Registered	87/169615	13-Sep-2016	5514419	10-Jul-2018
US	ICYBAY ICELAND	Registered	87/169683	13-Sep-2016	5351630	05-Dec-2017
US	SOUNDINGS word	Registered	87/886427	20-Apr-2018	5622257	04-Dec-2018

The registered owner of all of the above marks is Slade Gorton & Co., Inc.

Trade Names

None

Common Law Trademarks

None

Schedule 10

S8591104v.3



Trademarks Not Currently in Use

None

Trademark Licenses

None

2531783.2

58591104v.2

58591104v.3