

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566932

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fisher King Seafoods Limited		03/10/2020	Corporation: NOVA SCOTIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., Toronto Branch, as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn, FL L2, IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5457341	FISHER KING SEAFOODS	
<b>Registration Number:</b>	5300866	BLUE SHORE	
<b>Registration Number:</b>	4627439		
<b>Registration Number:</b>	3362253	FISHER KING	
<b>Registration Number:</b>	3362254	FISHER KING SEAFOODS LTD.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>	3128637198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy J. Brougher, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1075.305		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	03/13/2020		

OP \$140.00 5457341

**Total Attachments: 6**

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## CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, this "Agreement") is entered into as of March 10, 2020 by and among Fisher King Seafoods Limited, a Nova Scotia corporation (the "Grantor"), and JPMorgan Chase Bank, N.A., Toronto Branch, in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WHEREAS the Grantor, Fisher King Seafoods USA Limited ("Fisher King USA"), the Administrative Agent and the Lenders party thereto are entering into a Credit Agreement dated as of March 10, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

AND WHEREAS the Grantor is party to a Canadian Pledge and Security Agreement dated as of the date hereof (the "Security Agreement") pursuant to which the Grantor has granted to the Administrative Agent a security interest in, lien on, and right of set-off against and to all of the Grantor's personal property, including its intellectual property, and have agreed to execute this Agreement for recording with the Canadian Intellectual Property Office and other Governmental Authorities (collectively, the "Government Offices").

ACCORDINGLY, the Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

1 Terms.

Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

2 Grant of Security Interest.

To secure the prompt payment and performance, in full when due of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under all of the Collateral consisting of the following (collectively, "Intellectual Property Collateral") (a) all Trademarks, including without limitation the Trademarks set forth on Schedule A attached hereto; (b) all Patents and all inventions and improvements described and claimed therein, including without limitation the Patents set forth on Schedule A attached hereto; (c) all Copyrights, including without limitation the Copyrights set forth on Schedule A; (d) all Industrial Designs, including without limitation the Industrial Designs set forth on Schedule A (e) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (f) all IP Licenses of the foregoing, whether as licensee or licensor; and (g) all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing.

3 Security Agreement.

The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Secured Parties with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the

event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Recordation.

The Grantor authorizes and requests that the commissioner, registrar or any other applicable government officer of the Government Offices record this Agreement.

5 Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

6 Termination.

Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Intellectual Property Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Administrative Agent, on behalf of the Secured Parties shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant of Security Interest in the applicable Intellectual Property Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

7 Governing Law.

This Agreement is made under and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles.

*[The remainder of this page is intentionally left blank.]*

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

GRANTOR:

**FISHER KING SEAFOODS LIMITED**

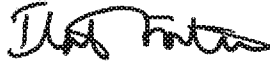
Per: 

Name: *Tor Conklin*

Title: *President*

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., TORONTO  
BRANCH

Per:   
Name: Danilo Foreano  
Title: AUTHORIZED OFFICER

**SCHEDULE A**

**PATENTS**

**Canada**

*Nil.*

**US**

*Nil.*

**INDUSTRIAL DESIGNS**

**Canada**

*Nil.*

**US**

*N/A*

**TRADEMARKS**

**Canada**

	<b>Current Owner/ Applicant</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration No./ Application No.</b>
1.	FISHER KING SEAFOODS LIMITED	BLUE SHORE	2017-09-26	TMA981496 APP No. 1798995
2.	FISHER KING SEAFOODS LIMITED	FISH & CROWN DESIGN	1998-02-20	TMA490338 APP No. 0834831
3.	FISHER KING SEAFOODS LIMITED	FISHER KING SEAFOODS	1997-08-14	TMA480548 APP No. 0813848

US

	Owner Information	Trademark	Serial Number	Status	Registration No.	Registration Date
1.	Fisher King Seafoods Limited	FISHER KING SEAFOODS	87518183	Registered	5457341	05/01/18
2.	Fisher King Seafoods Limited	BLUE SHORE	87366577	Registered	5300866	10/03/17
3.	Fisher King Seafoods Limited	None (Design only)	86097620	Registered	4627439	10/28/14
4.	Fisher King Seafoods Limited	FISHER KING	78601303	Registered	3362253	01/01/08
5.	Fisher King Seafoods Limited	FISHER KING SEAFOODS LTD.	78601316	Cancelled as of 08/03/18	3362254	01/01/08

**COPYRIGHT**

Canada

*Nil.*

US

*Nil.*