

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
---

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM586251

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stanley Pearlman Enterprises, Inc.		07/02/2020	Corporation: MARYLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Manufacturers and Traders Trust Company
<b>Street Address:</b>	One Light Street
<b>Internal Address:</b>	14th Floor
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21202
<b>Entity Type:</b>	Chartered Bank: MARYLAND

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5054218	MEET THE FISH
<b>Registration Number:</b>	5108127	CONGRESSIONAL SEAFOOD CO
<b>Registration Number:</b>	5103498	CONGRESSIONAL SEAFOOD CO
<b>Registration Number:</b>	2201085	NAFCO
<b>Registration Number:</b>	5112692	
<b>Registration Number:</b>	5372532	BALTIMORE CRAB COMPANY
<b>Registration Number:</b>	5252695	THE BEST SUSTAINABLE SEAFOOD ON THE PLAN
<b>Registration Number:</b>	5106881	NORTH ATLANTIC FISH COMPANY
<b>Registration Number:</b>	5573163	BALTIMORE CLAM & OYSTER COMPANY
<b>Registration Number:</b>	5436359	NORTH ATLANTIC FISH COMPANY
<b>Registration Number:</b>	3231716	BALTIMORE CRAB COMPANY
<b>Registration Number:</b>	5930467	BALTIMORE CLAM & OYSTER CO.
<b>Registration Number:</b>	3799170	BALTIMORE CRAB COMPANY
<b>Registration Number:</b>	4457451	BALTIMORE OYSTER COMPANY
<b>Registration Number:</b>	2927583	NAFCO
<b>Serial Number:</b>	88953122	OCEAN VENTURES

**CORRESPONDENCE DATA****TRADEMARK**

**Fax Number:** 2158325619

**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:** 2155695619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsénye (106896-01024 ND)

**Address Line 1:** One Logan Square

**Address Line 2:** 8th Floor

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	106896-01024
--------------------------------	--------------

<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
---------------------------	---------------------

<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
-------------------	-----------------------

<b>DATE SIGNED:</b>	07/13/2020
---------------------	------------

**Total Attachments: 9**

source=Intellectual Property Security Agreement - Stanley Pearlman Enterprises Inc. (MT\_St Stanley) - FORM AGREED#page1.tif

source=Intellectual Property Security Agreement - Stanley Pearlman Enterprises Inc. (MT\_St Stanley) - FORM AGREED#page2.tif

source=Intellectual Property Security Agreement - Stanley Pearlman Enterprises Inc. (MT\_St Stanley) - FORM AGREED#page3.tif

source=Intellectual Property Security Agreement - Stanley Pearlman Enterprises Inc. (MT\_St Stanley) - FORM AGREED#page4.tif

source=Intellectual Property Security Agreement - Stanley Pearlman Enterprises Inc. (MT\_St Stanley) - FORM AGREED#page5.tif

source=Intellectual Property Security Agreement - Stanley Pearlman Enterprises Inc. (MT\_St Stanley) - FORM AGREED#page6.tif

source=Intellectual Property Security Agreement - Stanley Pearlman Enterprises Inc. (MT\_St Stanley) - FORM AGREED#page7.tif

source=Intellectual Property Security Agreement - Stanley Pearlman Enterprises Inc. (MT\_St Stanley) - FORM AGREED#page8.tif

source=Intellectual Property Security Agreement - Stanley Pearlman Enterprises Inc. (MT\_St Stanley) - FORM AGREED#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of July 2, 2020, 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 One Light Street, 14<sup>th</sup> 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: \_\_\_\_\_

Title: \_\_\_\_\_

*Stanley Pearlman*  
*President*

ACCEPTED AND AGREED  
as of the date first above written:

**MANUFACTURERS AND TRADERS TRUST COMPANY**, as Agent

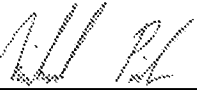
By:   
Name: Michael Pick  
Title: Vice President

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

None.

EXHIBIT B


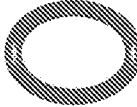

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS


None.



EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

Loan Party	Registration No. (Application 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

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. 5930467	 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	<b>NAFCO</b>

Stanley Pearlman  
Enterprises, Inc.

U.S. Trademark  
Application No.  
(88953122)

