

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter Pan Seafood Company, LLC		12/31/2020	Limited Liability Company: ALASKA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1800 Century Park East, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4704408	OCEAN WATCH	
Registration Number:	3418025	PETER PAN	
Registration Number:	2265120	OCEANIC	
Registration Number:	1968271	SEAKIST QUALITY SEAFOOD	
Registration Number:	1918184	SEABLENDS	
Registration Number:	1911603	PETER PAN SEAFOODS, INC.	
Registration Number:	1370383	SEABLENDS	
Registration Number:	1072324	PETER PAN	
Registration Number:	1025348	GILL NETTERS BEST	
Registration Number:	1009995	P	
Registration Number:	1009994	DOUBLE Q	
Registration Number:	0375248	GILL NETTERS BEST	
Registration Number:	0850308	HUMPTY DUMPTY	
Registration Number:	0849905	DEMING'S	
CORRESPONDENCE DATA			
Fax Number:	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>			

OP \$365.00 4704408

Phone: 3128637198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.714

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 01/04/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of December, 2020, by and among by and among the Grantor listed on the signature pages hereof (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 31, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Alaska Fish Holdings, LLC, a Delaware limited liability company ("Parent"), Northwest Fish Company, LLC, a Washington limited liability company ("Fish Borrower"), Peter Pan Seafood Company, LLC, an Alaska limited liability company ("Peter Pan Borrower" and together with the Fish Borrower and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), and Lender, the Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender for the benefit of the Secured Party, that certain Security Agreement, dated as December 31, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, for the benefit of the Secured Party, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants and pledges to Lender, for the benefit of the Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the Trademarks, including the marks listed on Schedule I, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral").

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 8 THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PETER PAN SEAFOOD COMPANY, LLC,
an Alaska limited liability company

By:  _____

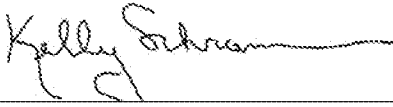
Name: Rodger May

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By:  _____

Name: Kelly Schramm

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	GRANTOR
OCEAN WATCH	85912129	4704408	03/17/15	Peter Pan Seafood Company, LLC
PETER PAN	77258322	3418025	04/29/08	Peter Pan Seafood Company, LLC
OCEANIC	75554453	2265120	07/27/99	Peter Pan Seafood Company, LLC
SEAKIST QUALITY SEAFOOD (and Design)	74656948	1968271	04/16/96	Peter Pan Seafood Company, LLC
SEABLENDS (and Design)	74545734	1918184	09/12/95	Peter Pan Seafood Company, LLC
PETER PAN SEAFOODS, INC. (and Design)	74541597	1911603	08/15/95	Peter Pan Seafood Company, LLC
SEABLENDS	73536798	1370383	11/12/85	Peter Pan Seafood Company, LLC
PETER PAN	73112486	1072324	08/30/77	Peter Pan Seafood Company, LLC
GILL NETTERS BEST	73044432	1025348	11/18/75	Peter Pan Seafood Company, LLC
P and Design	73019404	1009995	05/06/75	Peter Pan Seafood Company, LLC
DOUBLE Q	73019372	1009994	05/06/75	Peter Pan Seafood Company, LLC
GILL NETTERS BEST (and Design)	71423244	0375248	02/13/40	Peter Pan Seafood Company, LLC
HUMPTY DUMPTY (and Design)	72266573	0850308	06/04/68	Peter Pan Seafood Company, LLC
DEMING'S	72266572	0849905	05/28/68	Peter Pan Seafood Company, LLC