

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARBOR SEAFOOD, INC.		04/08/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5091968	YOUR MAINE REASON TO BUY SEAFOOD	
Registration Number:	5005153	YOUR MAINE REASON TO BUY SEAFOOD	
Registration Number:	4989946	PRICE FIGHTER	
Registration Number:	4895768	...SEAFOOD THE WAY IT SHOULD BE	
Registration Number:	4898685	FRESHLY SQUEEZED	
Registration Number:	4936757	HARBOR'S MAINE LOBSTER	
Registration Number:	5851962	THE PERFECT BLEND OF TRADITION AND INNOV	
Registration Number:	4804664	3 3 PROMISES	
Registration Number:	6152527	3 PROMISES	
Registration Number:	5360275	CLEARLY SEAFOOD	
Registration Number:	5895649	HARBOR SEAFOOD SINCE 1975	
Registration Number:	5895650	HARBOR SEAFOOD SINCE 1975	
Registration Number:	5895653	HARBOR SEAFOOD SINCE 1975	
Registration Number:	5895656	HARBOR SEAFOOD SINCE 1975	
Registration Number:	5895658	HARBOR SEAFOOD SINCE 1975	
Registration Number:	5918878	HARBOR SEAFOOD SINCE 1975	
Registration Number:	5918880	HARBOR SEAFOOD SINCE 1975	
Registration Number:	5958562	NOT ALL SEAFOOD IS CREATED EQUAL	
Registration Number:	4773259	WAKEFIELD... CRAB THE WAY IT SHOULD BE	

OP \$665.00 5091968

Property Type	Number	Word Mark
Registration Number:	6049390	CRABCICLES
Registration Number:	5728573	MORE PLEASE
Registration Number:	6152523	DO MORE THAN DIP
Registration Number:	5639184	DIP. EAT. REPEAT.
Registration Number:	6060668	HYPER FROZEN
Registration Number:	4743099	THIS PIE IS NUTS
Registration Number:	6253930	THIS GRANOLA IS NUTS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: erin.roberson@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	04/08/2021

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HARBOR SEAFOOD, INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: NY
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 8, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 100 Park Avenue

City: New York

State: New York

Country: USA Zip: 10017

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text
See Attached Schedule 1

B. Trademark Registration No.(s)
See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Attached Schedule 1

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Hildebrandt

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3670

Docket Number: _____

Email Address: jhildebrandt@otterbourg.com

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

4/8/2021

Date

Jessica Hildebrandt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

**AMENDMENT NO. 1 TO TRADEMARK
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of April 8, 2021, by and between HARBOR SEAFOOD, INC., a New York corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, a national banking association ("Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated September 9, 2009 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all of its present and future Trademarks and Trademark applications, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Schedule A hereto and made a part hereof (collectively, the "Additional Trademarks"); and

WHEREAS, Debtor is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Secured Party, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Collateral consisting of the Additional Trademarks and other Collateral related thereto (such Additional Trademarks and Collateral related thereto being referred to herein as the "Additional Trademark Collateral").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other

provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant of Collateral to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the Additional Trademark Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral and other assets described in Section 2 of this Amendment.

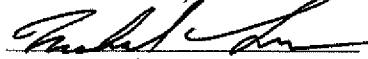
4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision of this Amendment shall control. This Amendment and the Trademark Security Agreement shall be read and construed as one agreement.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[SIGNATURE PAGE FOLLOWS]

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

HARBOR SEAFOOD, INC.

By: 
Name: Michael Lemmen
Title: CFO

ACCEPTED AND ACKNOWLEDGED:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

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

HARBOR SEAFOOD, INC.

By: _____
Name: _____
Title: _____


ACCEPTED AND ACKNOWLEDGED:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: *Andrew Rogow*
Name: ANDREW ROGOW
Title: VP

SCHEDULE A
to
AMENDMENT NO. 1 TO TRADEMARK
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration Date</u>
YOUR MAINE REASON TO BUY SEAFOOD	US	5091968	Nov. 29, 2016
YOUR MAINE REASON TO BUY SEAFOOD	US	5005153	Jul. 19, 2016
PRICE FIGHTER	US	4989946	Jun. 28, 2016
...SEAFOOD THE WAY IT SHOULD BE	US	4895768	Feb. 2, 2016
FRESHLY SQUEEZED	US	4898685	Feb. 9, 2016
	US	4936757	Apr. 12, 2016
YOUR MAINE REASON TO BUY SEAFOOD	US	5005153	July 19, 2016
YOUR MAINE REASON TO BUY SEAFOOD	US	5091968	Nov. 29, 2016
THE PERFECT BLEND OF TRADITION AND INNOVATION	US	5851962	Sep. 3, 2019
3 PROMISES (STYLIZED) & DESIGN	US	4804664	Sep. 1, 2015
3 PROMISES	US	6152527	Sep. 15, 2020
CLEARLY SEAFOOD	US	5360275	Dec. 19, 2017
HARBOR SEAFOOD SINCE 1975	US	5895649	Oct. 29, 2019
HARBOR SEAFOOD SINCE 1975	US	5895650	Oct. 29, 2019
HARBOR SEAFOOD SINCE 1975 (STYLIZED) & DESIGN	US	5895653	Oct. 29, 2019
HARBOR SEAFOOD SINCE 1975 (STYLIZED) & DESIGN	US	5895656	Oct. 29, 2019
HARBOR SEAFOOD SINCE 1975 (STYLIZED) & DESIGN	US	5895658	Oct. 29, 2019

HARBOR SEAFOOD SINCE 1975	US	5918878	Nov. 26, 2019
HARBOR SEAFOOD SINCE 1975 (STYLIZED) & DESIGN	US	5918880	Nov. 26, 2019
NOT ALL SEAFOOD IS CREATED EQUAL	US	5958562	Jan. 14, 2020
WAKEFIELD...CRAB THE WAY IT SHOULD BE	US	4773259	Jul. 14, 2015
CRABCICLES	US	6049390	May 5, 2020
MORE PLEASE	US	5728573	Apr. 16, 2019
DO MORE THAN DIP	US	6152523	Sept. 15, 2020
DIP.EAT.REPEAT	US	5639184	Dec. 25, 2018
HYPER FROZEN	US	6060668	May 19, 2020
THIS PIE IS NUTS (STYLIZED) & DESIGN	US	4743099	May 26, 2015
THIS GRANOLA IS NUTS (STYLIZED) & DESIGN	US	6253930	Jan. 26, 2021
HARBOR SEAFOOD SINCE 1975 (STYLIZED) & DESIGN	CANADA	1634228	
OYSTER BAY (STYLIZED) & DESIGN	CANADA	1634229	
SEA WEST	CANADA	1634230	
WAKEFIELD	CANADA	1634256	
HARBOR SEAFOOD SINCE 1975	EU	011910478	Nov. 12, 2013
OYSTER BAY	EU	011909637	Nov. 12, 2013
WAKEFIELD	EU	0011909521	Nov. 12, 2013