

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icicle Seafoods, Inc.		10/29/2021	Corporation:
RECEIVING PARTY DATA			
Name:	DNB Bank ASA, New York Branch, as security trustee		
Street Address:	30 Hudson Yards		
Internal Address:	81st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Public Limited Company: NORWAY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2095752		
Registration Number:	2312483	PACIFIC SELECT	
CORRESPONDENCE DATA			
Fax Number:	2124808421		
<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>			
Phone:	2125741200		
Email:	trademarks@sewkis.com		
Correspondent Name:	Beth H. Alter/Seward & Kissel LLP		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Beth H. Alter		
SIGNATURE:	/Beth H. Alter/		
DATE SIGNED:	11/01/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) dated as October 29, 2021, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and DNB Bank ASA, New York Branch, in its capacity as security trustee (together with its permitted successors and assigns, “**Security Trustee**”) for the Creditors.

W I T N E S S E T H:

WHEREAS, pursuant to that credit agreement dated as of October 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), made by and among ISVESSELCO, INC., a Delaware corporation (“**Vessel Holdings**”) and SNOWFLAKE ACQUISITIONCO, INC., a Delaware corporation (“**Icicle Holdings**”), as borrowers (hereinafter collectively referred to as “**Borrowers**”, or individually as a “**Borrower**”), (i) each of the entities identified on Schedule 1-A thereto as guarantors (hereinafter collectively referred to as “**Guarantors**”, or individually as a “**Guarantor**”), (ii) DNB BANK ASA, New York Branch (“**DNB Bank**”), as facility agent for the Creditors (in such capacity, together with its successors, “**Facility Agent**”) and as security trustee for the Creditors, (iv) the banks, financial institutions and institutional lenders identified as lenders on Schedule 1-B thereto (together with any assignee thereof, each a “**Lender**”, and collectively, the “**Lenders**”), (v) the Swap Banks, and (vi) DNB MARKETS, INC., as mandated lead arranger, coordinator and bookrunner, the Lenders have agreed to provide a senior secured term loan in the amount of up to \$61,000,000 (the “**Term Loan**”) and a revolving credit facility in the amount of up to \$9,000,000 (the “**Revolving Credit Facility**” and together with the Term Loan, the “**Loans**”) to the Borrowers; and

WHEREAS, the Lenders are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Security Trustee, for the benefit of the Creditors, that certain Pledge and Security Agreement dated as of October 29, 2021 (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, Grantors are required to execute and deliver to Security Trustee, for the benefit of the Creditors, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, collaterally assigns, and pledges to Security Trustee, for the ratable benefit of the Creditors, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 Grantors, or any of them, to Security Trustee, the Creditors, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Trustee, for the benefit of the Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Security Trustee 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.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks or ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Security Trustee within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Security Trustee unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantors. 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 Security Trustee's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. **GOVERNING LAW.** This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTOR:

ICICLE SEAFOODS, INC.

By: _____

Name:

Title:

Peter Buck

Chief Financial Officer

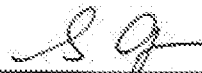
[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007479 FRAME: 0590**

ACKNOWLEDGED AND
AGREED:

DNB BANK ASA, NEW YORK BRANCH, as
Security Trustee

By:



Name: Sophia Agathis

Title: Attorney-in-fact

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007479 FRAME: 0591

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
Icicle Seafoods, Inc.	USA	Ship Design with Background	2095752	09/09/1997
Icicle Seafoods, Inc.	USA	PACIFIC SELECT	2312483	01/25/2000