

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM693213

<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>
Shining Ocean, Inc.		12/08/2021	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank, N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street, 10E		
<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: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3306367	CRAB SMART	
<b>Registration Number:</b>	5914766	K	
<b>Registration Number:</b>	1481724	KANIMI	
<b>Registration Number:</b>	5071593	LOBSTER EXTREME	
<b>Registration Number:</b>	4091007	SEAFARER	
<b>Registration Number:</b>	2907383	SHINING OCEAN	
<b>Registration Number:</b>	2945385	SHRIMP COMBO	
<b>Registration Number:</b>	2762966	SUSHI SUPREME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3128637141		
<b>Email:</b>	kristen.lange@goldbergkohn.com		
<b>Correspondent Name:</b>	Kristen N. Lange, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E. Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	2072.137		
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange		

OP \$215.00 3306367

<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	12/08/2021
<b>Total Attachments: 5</b> source=10. Trademark Security Agreement (Aquamar)#page1.tif source=10. Trademark Security Agreement (Aquamar)#page2.tif source=10. Trademark Security Agreement (Aquamar)#page3.tif source=10. Trademark Security Agreement (Aquamar)#page4.tif source=10. Trademark Security Agreement (Aquamar)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 8, 2021, by SHINING OCEAN, INC., a Washington corporation ("Grantor"), in favor of BMO HARRIS BANK, N.A. (as successor to Madison Capital Funding LLC), in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as August 3, 2017 by and among certain affiliates of Grantors, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and (to the extent provided therein) their Affiliates, that certain Guarantee and Collateral Agreement dated as of August 3, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything in this Trademark Security Agreement to the contrary, the Trademark Collateral shall not include any Excluded Property.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

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 hereby authorizes Agent to unilaterally amend Schedule I to include future United States registered Trademarks or Trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.


6. RECORDATION. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

7. COUNTERPARTS. 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 together 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.

[signature page follows]

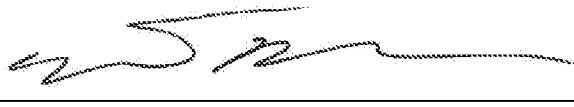
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHINING OCEAN, INC.

DocuSigned by:  
By:   
Name: Matthew Lacki  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK, N.A.,  
as Agent

By: 

Name: Matthew W. Miller

Title: Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

<b>Grantor</b>	<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Shining Ocean, Inc.	CRAB SMART	77116680	3306367	02/26/2007	10/09/2007
Shining Ocean, Inc.	K	88425465	5914766	05/10/2019	11/19/2019
Shining Ocean, Inc.	KANIMI	73638360	1481724	01/05/1987	03/22/1988
Shining Ocean, Inc.	LOBSTER EXTREME	86843915	5071593	12/09/2015	11/01/2016
Shining Ocean, Inc.	SEAFARER	85353406	4091007	06/22/2011	01/24/2012
Shining Ocean, Inc.	SHINING OCEAN	78269948	2907383	07/02/2003	11/30/2004
Shining Ocean, Inc.	SHRIMP COMBO	78306923	2945385	09/29/2003	04/26/2005
Shining Ocean, Inc.	SUSHI SUPREME	76376114	2762966	02/27/2002	09/09/2003