

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPTAIN D'S ENTERPRISES, LLC		05/18/2022	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4620875	IT'S GOTTA BE D'S	
Registration Number:	3514336		
Registration Number:	3208169	CAPTAIN D'S SEAFOOD KITCHEN EST. 1969	
Registration Number:	2558642	CAPTAIN D'S PLEASE	
Registration Number:	1661241	CAPTAIN D'S	
Registration Number:	1654602	THE GREAT LITTLE SEAFOOD PLACE	
Registration Number:	1029629	CAPTAIN D'S	
Serial Number:	90891609	THE CATFISH KITCHEN	
Serial Number:	90891604	THE CATFISH KITCHEN	
Serial Number:	90891024	SHRIMP STOP	
Serial Number:	90891016	SHRIMP STOP	
Serial Number:	90795051	THE CAPTAIN IS CALLIN'	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		

OP \$315.00 4620875

Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 422311.000717

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 05/18/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2022 (this "Trademark Security Agreement"), made by Captain D's Enterprises, LLC, a Tennessee limited liability company (the "Grantor"), in favor of Fifth Third Bank, National Association, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of May 18, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Sail Debt Merger Sub, Inc., Captain D's, LLC, Fish Intermediate Holdings LLC, each Lender from time to time party thereto and Fifth Third Bank, National Association, as Administrative Agent.

WHEREAS, the Grantor is party to a Security Agreement, dated as of May 18, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. The Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule 1 hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets).

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest mentioned in Section 2 above with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other

electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.

Section 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]

IN WITNESS WHEREOF, the 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.

CAPTAIN D'S ENTERPRISES, LLC,
as Grantor

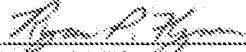
By: Keith Davis
Name: Keith Davis
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement -- Captain D's Enterprises, LLC]

TRADEMARK
REEL: 007725 FRAME: 0357

Accepted and Agreed

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Ryan P. Flynn
Title: Principal

[Signature Page to Trademark Security Agreement – Captain D’s Enterprises, LLC]

TRADEMARK
REEL: 007725 FRAME: 0358

Schedule 1

Captain D's Enterprises, LLC
(Tennessee Limited Liability Company)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
IT'S GOTTA BE D'S	4620875	10/14/2014
Design Only	3514336	10/07/2008
CAPTAIN D'S SEAFOOD KITCHEN EST. 1969 and Design	3208169	02/13/2007
CAPTAIN D'S PLEASE	2558642	04/09/2002
CAPTAIN D'S and Design	1661241	10/15/1991
THE GREAT LITTLE SEAFOOD PLACE	1654602	08/20/1991
CAPTAIN D'S	1029629	01/06/1976

Trademark Applications

Mark	Appl. No.	Filing Date
THE CATFISH KITCHEN	90891609	08/19/2021
THE CATFISH KITCHEN and Design	90891604	08/19/2021
SHRIMP STOP	90891024	08/19/2021
SHRIMP STOP and Design	90891016	08/19/2021
THE CAPTAIN IS CALLIN'	90795051	06/25/2021