

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Honey Smoked Fish Holdings, LLC		12/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Proterra Finance 2 LLC		
Street Address:	33 S Sixth Street, Suite 4100		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4635051	HONEY SMOKED SALMON	
Registration Number:	4665448	HONEY SMOKED FISH CO.	
Registration Number:	5273616	HONEY SMOKED SALMON	
Registration Number:	6246223	SUSTAINABLY RAISED FOR A HAPPY OCEAN	
Registration Number:	6414651	HSF HONEY SMOKED FISH COMPANY	
Registration Number:	6414650	HONEY SMOKED FISH CO.	
Registration Number:	6414649	HONEY SMOKED FISH CO.	
Registration Number:	2959570	IMPERIAL SALMON HOUSE	
Registration Number:	2962520	FJORD DAWN	
Registration Number:	4266733	FJORD SUPERIOR	
Registration Number:	2951819	GLEN DAWN	
Registration Number:	4208912	HICKORY HOUSE	
Registration Number:	6399394	HIGHLAND RESERVE	
Registration Number:	4248843	MACKNIGHT	
Registration Number:	6406268	NORDIC CROWN	
Registration Number:	6399393	NORWEGIAN DAWN	
Registration Number:	4366745	PARTY SLICES	
Registration Number:	4193311	SCOTTISH DAWN	
Registration Number:	2926360	THE CONNOISSEUR'S CHOICE	
		TRADEMARK	

OP \$565.00 4635051

Property Type	Number	Word Mark
Registration Number:	4157028	
Registration Number:	4170883	
Registration Number:	4031394	DAWSON BAY PREMIUM FOODS

CORRESPONDENCE DATA

Fax Number: 5032202480

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: 503-294-9584

Email: pphartigan@stoel.com

Correspondent Name: Anne W. Glazer / Stoel Rives LLP

Address Line 1: 760 SW Ninth Avenue, Suite 3000

Address Line 4: Portland, OREGON 97205

NAME OF SUBMITTER:	Patrick P. Hartigan, SR Paralegal
SIGNATURE:	/Patrick P. Hartigan/
DATE SIGNED:	08/04/2022

Total Attachments: 9

- source=Proterra - Honey Smoked Fish - Trademark Security Agreement#page1.tif
- source=Proterra - Honey Smoked Fish - Trademark Security Agreement#page2.tif
- source=Proterra - Honey Smoked Fish - Trademark Security Agreement#page3.tif
- source=Proterra - Honey Smoked Fish - Trademark Security Agreement#page4.tif
- source=Proterra - Honey Smoked Fish - Trademark Security Agreement#page5.tif
- source=Proterra - Honey Smoked Fish - Trademark Security Agreement#page6.tif
- source=Proterra - Honey Smoked Fish - Trademark Security Agreement#page7.tif
- source=Proterra - Honey Smoked Fish - Trademark Security Agreement#page8.tif
- source=Proterra - Honey Smoked Fish - Trademark Security Agreement#page9.tif

Trademark Security Agreement

This **TRADEMARK SECURITY AGREEMENT** (this “*Trademark Security Agreement*”), dated as of December 23, 2021 is made by and between **HONEY SMOKED FISH HOLDINGS, LLC**, a Delaware limited liability company (“*Grantor*”) in favor of **PROTERRA FINANCE 2 LLC**, a Delaware limited liability company, as Collateral Agent for itself and the Lenders (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”).

RECITALS

A. Grantor has entered into a Loan Agreement of even date herewith (the “*Loan Agreement*”), with the Collateral Agent.

B. As a condition precedent to the making of the loan by the Collateral Agent under the Loan Agreement, Grantor has executed and delivered to the Collateral Agent that certain Pledge and Security Agreement of even date herewith, made by and among Grantor, the other parties thereto and Collateral Agent (the “*Security Agreement*”).

C. Under the terms of the Security Agreement, Grantor has granted to the Collateral Agent a first priority security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to Collateral Agent a first priority security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “*Trademark Collateral*”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Collateral Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

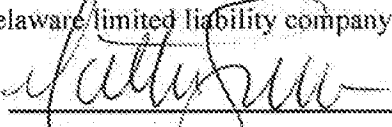
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HONEY SMOKED FISH HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:



Accepted and agreed:



PROTERRA FINANCE 2 LLC,
a Delaware limited liability company

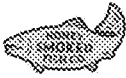
By: 
Name: Matthew Swanson
Title: Director

[Signature Page to Trademark Security Agreement]

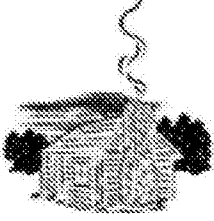
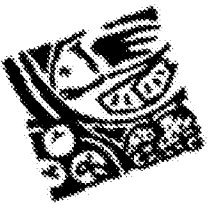

SCHEDULE 1
TRADEMARKS

Credit Party (Registered Owner/Applicant)	Trademark/ Trademark Application	Description	Registration No./ Serial No.	Registration Date/ Filing Date
Honey Smoked Fish Holdings, LLC	Honey Smoked Salmon & Design 	“preserved fish” International Class 029	4,635,051/ 85/659,775	November 11, 2014/ June 23, 2012
Honey Smoked Fish Holdings, LLC	Honey Smoked Fish Co. & Design 	“on-line retail store services featuring preserved fish” International Class 035	4,665,448/ 85/659,771	January 6, 2015/ June 23, 2012
Honey Smoked Fish Holdings, LLC	Honey Smoked Salmon	“preserved fish” International Class 029	5,273,616/ 86/411,339	August 29, 2017/ October 1, 2014
Honey Smoked Fish Holdings, LLC	SUSTAINABLY RAISED FOR A HAPPY OCEAN	“Processed fish; smoked salmon; seafood, not live; fish, not live.” International Class 029	6,246,223/ 88/365,356	January 12, 2021/ April 1, 2019

Credit Party (Registered Owner/Applicant)	Trademark/ Trademark Application	Description	Registration No./ Serial No.	Registration Date/ Filing Date
Honey Smoked Fish Holdings, LLC	<p>HONEY SMOKED FISH COMPANY & design</p> 	<p>“processed fish; Smoked salmon; Seafood, not live; Fish, not live.”</p> <p>International Class 029</p> <p>On-line retail store services featuring processed fish, smoked salmon, seafood, and fish. International Class 35</p>	6,414,651/ 90/014,467	July 13, 2021/ June 22, 2020
Honey Smoked Fish Holdings, LLC	<p>HONEY SMOKED FISH CO. and design</p> 	<p>“processed fish; Smoked salmon; Seafood, not live; Fish, not live.”</p> <p>International Class 029</p> <p>On-line retail store services featuring processed fish, smoked salmon, seafood, and fish. International Class 35</p>	6,414,650/ 90/014,436	July 13, 2021/ June 22, 2020

Credit Party (Registered Owner/Applicant)	Trademark/ Trademark Application	Description	Registration No./ Serial No.	Registration Date/ Filing Date
Honey Smoked Fish Holdings, LLC	HONEY SMOKED FISH CO. 	“processed fish; Smoked salmon; Seafood, not live; Fish, not live.” International Class 029 On-line retail store services featuring processed fish, smoked salmon, seafood, and fish. International Class 35	6,414,649 90/014,406	July 13, 2021 June 22, 2020
Honey Smoked Fish Holdings, LLC	IMPERIAL SALMON HOUSE	“cured fish products, namely smoked salmon and gravadlax” International Class 029	2,959,570 78/345,877	June 7, 2005 December 29, 2003
Honey Smoked Fish Holdings, LLC	FJORD Dawn	“smoked fish; seafood” International Class 029	2,962,520/ 78/373,587	June 14, 2005/ February 25, 2004
Honey Smoked Fish Holdings, LLC	FJORD Superior	“smoked fish; salmon” International Class 029	4,266,733/ 85/454,190	January 1, 2013/ October 24, 2011
Honey Smoked Fish Holdings, LLC	Glen Dawn	“smoked fish; seafood” International Class 029	2,951,819/ 78/417,189	May 17, 2005/ May 12, 2004

Credit Party (Registered Owner/Applicant)	Trademark/ Trademark Application	Description	Registration No./ Serial No.	Registration Date/ Filing Date
Honey Smoked Fish Holdings, LLC	Hickory House	“smoked fish, namely, salmon” International Class 029	4,208,912/ 85/414,225	September 18, 2012/ September 2, 2011
Honey Smoked Fish Holdings, LLC	Highland Reserve	“Processed fish; Smoked salmon; Seafood, not live; Fish, not live.” International Class 029	6399394/ 88672256	June 29, 2021/ October 29, 2019
Honey Smoked Fish Holdings, LLC	Macknight	“smoked fish; salmon” International Class 029	4,248,843/ 85/414,171	November 27, 2012/ October 24, 2011
Honey Smoked Fish Holdings, LLC	NORDIC CROWN	“Processed fish; Smoked salmon; Seafood, not live; Fish, not live, all originating from Norway.” International Class 029	6,406,268/ 88/672,251	July 6, 2021/ October 29, 2019
Honey Smoked Fish Holdings, LLC	NORWEGIAN DAWN	“Processed fish; Smoked salmon; Seafood, not live; Fish, not live, all originating from Norway” International Class 029	6,399,393 88/672,243	June 29, 2021/ October 29, 2019
Honey Smoked Fish Holdings, LLC	PARTY SLICES	“smoked fish; salmon” International Class 029	4,366,745/ 85/490,817	July 16, 2013/ December 8, 2011

Credit Party (Registered Owner/Applicant)	Trademark/ Trademark Application	Description	Registration No./ Serial No.	Registration Date/ Filing Date
Honey Smoked Fish Holdings, LLC	SCOTTISH DAWN	“smoked fish, namely, salmon originating from Scotland” International Class 029	4,193,311/ 85/414,144	August 21, 2012/ September 2, 2011
Honey Smoked Fish Holdings, LLC	THE CONNOISSEUR' S CHOICE	“smoked fish; seafood” International Class 029	2,926,360/ 78/298,903	February 15, 2005/ September 11, 2003
Honey Smoked Fish Holdings, LLC	Design Only 	“smoked fish, namely, salmon” International Class 029	4,157,028/ 85/414,264	June 12, 2012/ September 2, 2011
Honey Smoked Fish Holdings, LLC	Design Only 	“smoked fish; salmon” International Class 029	4,170,883/ 85/458,705	July 10, 2012/ October 28, 2011
Honey Smoked Fish Holdings, LLC	DAWSON BAY PREMIUM FOODS and design 	Salmon” International Class 029	4,031,394 85/238,365	February 9, 2011/ September 27, 2011