

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM763462

<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>
Northern Wind, LLC		10/14/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	Commercial Loan Service Center/DCC		
<b>Internal Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<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>Serial Number:</b>	90887229	SEAFOOD WITH INTEGRITY	
<b>Registration Number:</b>	5637952	NORTHERN WIND	
<b>Registration Number:</b>	5637947	MARINER'S CHOICE	
<b>Registration Number:</b>	5568894	BON CUISINE	
<b>Registration Number:</b>	4774332	EMPEROR'S CHOICE	
<b>Registration Number:</b>	4739214	OCEAN REQUESTS	
<b>Registration Number:</b>	2444394	CAPTAIN'S CALL	
<b>Registration Number:</b>	2094968	SEA SPRAY	
<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>Email:</b>	kareem.ansley@blankrome.com		
<b>Correspondent Name:</b>	KAREEM ANSLEY		
<b>Address Line 1:</b>	BLANK ROME LLP		
<b>Address Line 2:</b>	717 TEXAS AVENUE, SUITE 1400		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-21094		

CH \$215.00 90887229

<b>NAME OF SUBMITTER:</b>	Kareem Ansley
<b>SIGNATURE:</b>	/Kareem Ansley/
<b>DATE SIGNED:</b>	10/25/2022
<b>Total Attachments: 5</b> source=07. Trademark Security Agreement (PNC_ACON)#page1.tif source=07. Trademark Security Agreement (PNC_ACON)#page2.tif source=07. Trademark Security Agreement (PNC_ACON)#page3.tif source=07. Trademark Security Agreement (PNC_ACON)#page4.tif source=07. Trademark Security Agreement (PNC_ACON)#page5.tif	

GRANT OF A SECURITY INTEREST – TRADEMARKS

This Trademark Security Agreement (this “Agreement”) is made as of October 14, 2021, by Northern Wind, LLC, a Delaware limited liability company (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS the Grantor has entered into a Pledge and Security Agreement, dated October 14, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Pledge and Security Agreement”), in favor of Grantee, as the Collateral Agent for itself and the Lenders.

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Pledge and Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the “IP Collateral”), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance, in full, of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and collaterally assigns to the Grantee (and its agents and designees), and grants to the Grantee (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest, in all right, title and interest in and to the IP Collateral, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, of every kind and description, tangible or intangible (other than, to the extent provided in the Pledge and Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein and in the event of a conflict between this Agreement and the Pledge and Security Agreement, the relevant provision in the Pledge and Security Agreement controls.

Subject to any express limitations specified in the Pledge and Security Agreement, the Grantor agrees to, at its expense, promptly execute and deliver all instruments and documents and take all action that, in each case, the Grantee may reasonably request in order (i) to perfect and protect, or maintain the perfection of, the security interest and Lien purported to be created hereby; (ii) to enable the Grantee to exercise and enforce its rights and remedies under the Pledge and Security Agreement in respect of the IP Collateral in the manner contemplated therein; and (iii) to otherwise effect the purposes of this Agreement, including the executing and recording in the United States Patent and Trademark Office of this Agreement in order to perfect and preserve the security interest purported to be created hereby.

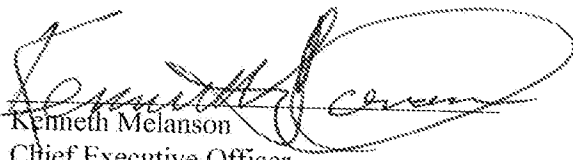
This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

The parties hereto agree and acknowledge that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

*[Remainder of page intentionally left blank; signature page follows.]*

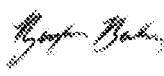
**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**NORTHERN WIND, LLC,**  
a Delaware limited liability company, as Grantor

By:   
Name: Kenneth Melanson  
Title: Chief Executive Officer

Acknowledged and Agreed:


**PNC BANK, NATIONAL ASSOCIATION,**  
as Grantee

By:  \_\_\_\_\_  
Name: Benjamin Berkey \_\_\_\_\_  
Title: Vice President \_\_\_\_\_

Digitally signed by  
Benjamin Berkey  
Date: 2021.10.13 15:58:49  
-04'00'

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<b>Mark Name</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Reg. Date (App. Date)</b>	<b>Reg. No. (App. No.)</b>	<b>Status</b>
SEAFOOD WITH INTEGRITY	USA	Northern Wind, LLC	(August 17, 2021)	(90887229)	LIVE
NORTHERN WIND	USA	Northern Wind, LLC	December 25, 2018	5637952	LIVE
MARINER'S CHOICE	USA	Northern Wind, LLC	December 25, 2018	5637947	LIVE
BON CUISINE	USA	Northern Wind, LLC	September 25, 2018	5568894	LIVE
EMPEROR'S CHOICE	USA	Northern Wind, LLC	July 14, 2015	4774332	LIVE
OCEAN REQUESTS	USA	Northern Wind, LLC	May 19, 2015	4739214	LIVE
CAPTAIN'S CALL	USA	Northern Wind, LLC	April 17, 2001	2444394	LIVE
	USA	Northern Wind, LLC	September 9, 1997	2094968	LIVE