

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquamar, Inc.		08/14/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A., as Agent		
Street Address:	111 West Monroe Street		
Internal Address:	Suite 10E		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6874178	AQUAMAR TAMPICO	
Registration Number:	5654125	AQUA TREASURE SELECT	
Registration Number:	5642379	AQUAMAR CLASSIC	
Registration Number:	5914766	K	
Registration Number:	4091007	SEAFARER	
Registration Number:	2945385	SHRIMP COMBO	
Registration Number:	2907383	SHINING OCEAN	
Registration Number:	3306367	CRAB SMART	
Registration Number:	2762966	SUSHI SUPREME	
Registration Number:	1481724	KANIMI	
Registration Number:	3667851	AQUA TREASURE	
Registration Number:	3016681	AQUAMAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		

OP \$315.00 6874178

Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 2072.137

NAME OF SUBMITTER: Kristen N. Lange

SIGNATURE: /kristenlange/

DATE SIGNED: 08/14/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2023, by AQUAMAR, INC., a California 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 Grantor, 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]

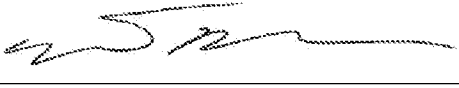
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AQUAMAR, INC.

By 
Name: Will Meter
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

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Aquamar, Inc.	AQUAMAR TAMPICO	90857289	6874178	07/30/21	10/11/22
Aquamar, Inc.	AQUA TREASURE SELECT	87917138	5654125	05/11/18	01/15/19
Aquamar, Inc.	AQUAMAR CLASSIC	87917172	5642379	05/11/18	01/01/19
Aquamar, Inc.	K	88425465	5914766	05/10/19	11/19/19
Aquamar, Inc.	SEAFARER	85353406	4091007	06/22/11	01/24/12
Aquamar, Inc.	SHRIMP COMBO	78306923	2945385	09/29/03	04/26/05
Aquamar, Inc.	SHINING OCEAN	78269948	2907383	07/02/03	11/30/04
Aquamar, Inc.	CARB SMART	77116680	3306367	02/26/07	10/09/07
Aquamar, Inc.	SUSHI SUPREME	76376114	2762966	02/27/02	09/09/03
Aquamar, Inc.	KANIMI	73638360	1481724	01/05/87	03/22/88
Aquamar, Inc.	AQUA TREASURE	78643127	3667851	06/03/05	08/11/09
Aquamar, Inc.	AQUAMAR	76514194	3016681	05/14/03	11/22/05