

05-23-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102456170

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bumble Bee Seafoods, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other limited liability company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 05/19/2003

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as Agent

Internal

Address: Loan Administration Manager

Street Address: 15260 Ventura Blvd., Ste 400

City: Sherman Oaks State: CA Zip: 91403

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Rhode Island, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attached Exhibit A

B. Trademark Registration No.(s) see attached Exhibit A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Co., LLC

Internal Address:

Street Address: 1030 15th St., NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41): \$ 640.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Julie Cravitz Name of Person Signing

Julie Cravitz Signature

May 22, 2003 Date

Total number of pages including cover sheet, attachments, and document: 28

05/27/2003 6TON11 00000011 2457965

01 FC:8521 40.00 DP 02 FC:8522 600.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002739 FRAME: 0001

EXHIBIT A
to
RECORDATION FORM COVER SHEET

Trademarks / Service Marks

BUMBLE BEE SEAFOODS, LLC

<u>Country</u>	<u>Mark</u>	<u>App./Reg. #</u>
United States	100 YEARS (& DESIGN)	2,457,965
United States	BUMBLE BEE (& SINGLE BEE DESIGN)	1,010,513
United States	COMMERCE (& SHIP DESIGN)	0,113,231
United States	CORAL (STYLIZED)	0,557,331
United States	DESIGN ONLY (BEE DESIGN)	0,581,074
United States	DESIGN ONLY (CAT & FIDDLE DESIGN)	1,576,676
United States	EASY SHREDS	2,112,382
United States	ENTERPRISE	1,805,462
United States	FAT FREE TUNA SALAD (& DESIGN)	2,356,130
United States	FIGARO	0,717,277
United States	FREE (& BEE DESIGN)	2,333,848
United States	FUN (& BEE DESIGN)	2,330,314
United States	FUN ORIGINAL RECIPE TUNA SALAD MIXED & READY TO EAT WITH 6 CRACKERS & DESIGN	2,356,129
United States	GULF BELLE	1,162,943
United States	GULF BELLE	2,184,097
United States	GULF BELLE (& DESIGN)	0,686,427
United States	HARPOON (& DESIGN)	0,113,693
United States	HARRIS	1,268,088
United States	MARVELOUS (STYLIZED)	0,538,007
United States	OCEAN MASTER	1,484,454
United States	ORLEANS	2,262,099
United States	ORLEANS (& DESIGN)	0,667,858
United States	ROYAL REEF	1,553,895
United States	SEAFOOD SOLUTIONS	76/305,518
United States	TUXEDO (STYLIZED)	0,555,078

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 19, 2003, is entered into by BUMBLE BEE HOLDINGS, L.P., a Delaware limited partnership ("Holdings"), BUMBLE BEE SEAFOODS, LLC, a Delaware limited liability company ("Bumble Bee Seafoods") and BB ACQUISITION (PR), L.P., a Delaware limited partnership ("Bumble Bee PR" and, together with Holdings and Bumble Bee Seafoods, "Debtors") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, as Agent ("Secured Party") for the benefit of Secured Party, the Lenders and the Creditors (Secured Party, the Lenders and the Creditors are each referred to herein as a "Beneficiary" and collectively as the "Beneficiaries"):

RECITALS

A. Pursuant to the Loan and Security Agreement dated as of May 19, 2003, by and among Debtors, Clover Leaf Seafoods, L.P., an Ontario limited partnership, as Canadian Borrower, the lenders from time to time a party thereto (collectively, the "Lenders" and individually, a "Lender") and Fleet Capital Corporation, as Agent (as amended, extended, renewed, supplemented, or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to Debtors. Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the meanings given those terms in the Loan Agreement as though set forth herein in full.

B. The Loan Agreement provides, as a condition to the availability of such credit facilities, that Debtors enter into this Agreement and grant security interests to Secured Party as herein provided.

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Debtors, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SECURITY INTEREST

Each Debtor hereby grants to Secured Party, for the benefit of itself and the Lenders, a security interest in all of such Debtor's now existing or hereafter acquired right, title, and interest in and to:

A. All of such Debtor's trademarks, trade names, trade dress and service marks; all prints and labels on which such trademarks, trade names, trade dress and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those

trademarks, terms, designs and applications described in Schedule A hereto (collectively, the "Trademarks");

B. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

C. Any and all proceeds of any of the foregoing, including, without limitation, any claims by such Debtor against third parties for infringement of the Trademarks or of any licenses with respect thereto (all of the foregoing in clauses (A) through (C) are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement for the benefit of itself and the Lenders shall secure any and all Obligations arising under or related to the Loan Documents (all of the foregoing hereinafter referred to as the "Secured Obligations").

3. WARRANTIES AND COVENANTS

Each Debtor hereby covenants, represents and warrants, as applicable, that (all of such covenants, representations and warranties being continuing in nature so long as any of the Secured Obligations are outstanding (other than contingent indemnity and expense reimbursement obligations for which no claim has been made)):

A. All of that portion of the existing Collateral owned by such Debtor is valid and subsisting in full force and effect to such Debtor's knowledge, and such Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Such Debtor will, at such Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of that portion of the Collateral owned by such Debtor as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any Lien, except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Liens.

B. Except as otherwise permitted by the Loan Agreement, such Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating to that portion of the Collateral owned by such Debtor, except to Secured Party, or otherwise dispose of any of that portion of the Collateral owned by such Debtor without the prior written consent of Secured Party.

C. Such Debtor hereby authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Such Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

E. Secured Party may, to the extent permitted by the Loan Agreement, pay any amount or do any act which such Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Such Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by such Debtor from the Lenders, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Secured Obligations; provided, that the Borrowers shall not be responsible for such expenses to the extent incurred because of the gross negligence or willful misconduct of Agent, any Lender, any Creditor or any of their respective representatives.

F. As of the date hereof, such Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

G. Such Debtor shall notify Secured Party in writing of the filing by such Debtor of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America or any state therein within thirty (30) days of such filing. Upon request of Secured Party, such Debtor shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party for the benefit of itself and the Lenders in such Trademark.

H. Such Debtor (1) has not abandoned any of the Trademarks and such Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable, and (2) shall notify Secured Party promptly if such Debtor knows of any reason why any application, registration or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable, except in the cases of clauses (1) and (2) where such abandonment, cancellation, invalidation, unenforceability, or avoidance would not reasonably be expected to have a Material Adverse Effect.

I. Such Debtor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court or any similar office or agency in the United States of America or any state therein or any other country as are reasonably necessary to maintain such application and registration of the Trademarks

owned by such Debtor as such Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

J. Such Debtor will promptly notify Secured Party if such Debtor learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use by any person of any product that infringes upon any Trademark. If requested by Secured Party, such Debtor, at such Debtor's expense, shall take such action as Secured Party may reasonably deem necessary for the protection of Secured Party's interest in and to the Trademarks.

K. Such Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Such Debtor hereby grants to Secured Party the right to visit such Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Loan Agreement.

4. RIGHTS AND REMEDIES

Upon the occurrence and during the continuation of an Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtors, except as such notice or consent is expressly provided for hereunder.

A. Secured Party may make use of any Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party for the benefit of itself and the Lenders by Debtors or any subsidiary of Debtors.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtors with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtors shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of Debtors, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Each Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party shall apply any remaining proceeds to the Secured Obligations as provided in the Loan Agreement. Debtors shall remain liable to Beneficiaries for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtors will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtors shall supply to Secured Party or Secured Party's designee Debtors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtors' customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Documents, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtors of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Beneficiaries, their agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtors, specifying such waiver.

B. All notices, requests and demands are to be given or made to the respective parties at the addresses and in the manner set forth in the Loan Agreement.

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party hereunder for the benefit of itself and the Lenders shall terminate upon termination of the Loan Agreement and indefeasible payment in full to the Lenders of all Secured Obligations thereunder (other than contingent indemnity and expense reimbursement obligations for which no claim has been made) thereunder.

G. GOVERNING LAW/CONSENT TO FORUM. THIS AGREEMENT HAS BEEN NEGOTIATED AND DELIVERED IN AND SHALL BE DEEMED TO HAVE BEEN MADE IN LOS ANGELES, CALIFORNIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA. AS PART OF THE CONSIDERATION FOR NEW VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF ANY DEBTOR OR ANY BENEFICIARY, EACH DEBTOR HEREBY CONSENTS AND AGREES THAT THE SUPERIOR COURT OF LOS ANGELES COUNTY, CALIFORNIA, OR, AT AGENT'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, SHALL HAVE NON-EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE DEBTORS ON THE ONE HAND AND AGENT OR ANY LENDER ON THE OTHER HAND PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH DEBTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH DEBTOR HEREBY WAIVES ANY OBJECTION WHICH SUCH DEBTOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH DEBTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH DEBTOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF AGREEMENT'S ACTUAL RECEIPT THEREOF OR 3 DAYS AFTER DEPOSIT IN THE U.S. MAILS,

PROPER POSTAGE PREPAID. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE AGENT OR ANY LENDER FROM INITIATING LEGAL OR EQUITABLE PROCEEDINGS IN ANY OTHER COURT WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY, OR TO PRECLUDE THE ENFORCEMENT BY AGENT OR ANY LENDER OF ANY JUDGMENT OR ORDER OBTAINED IN ANY SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

H. DEBTORS AND SECURED PARTY EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED OR INCIDENTAL TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. DEBTORS AND SECURED PARTY (FOR ITSELF AND ON BEHALF OF LENDERS) AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY ARE WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT, OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

I. Incorporation of Suretyship Provisions and Waivers. The attached Exhibit 2 "Suretyship Provisions and Waivers," is hereby incorporated by this reference as though set forth herein in full.

J. Termination/Release of Collateral.

(1) When all Secured Obligations (other than contingent indemnity and expense reimbursement obligations for which no claim has been made) shall have been paid in full and the commitments of the Lenders under the Loan Agreement shall have expired or been terminated, the Liens created under this Agreement shall terminate, and the Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money

received in respect thereof, to or on the order of the respective Debtor or any other person legally entitled thereto, and to be released and cancelled all licenses and rights referred to herein. Subject to the terms of the Loan Agreement, the Agent shall also deliver to the respective Debtor promptly upon such termination but in any case not later than 10 days following a request therefore from the applicable Debtor such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the respective Debtor to effect the termination and release of the security interests in the Collateral.

(2) Upon any disposition of property constituting Collateral that is permitted under the Loan Agreement, upon the request of the Debtors the Agent shall execute and deliver to the respective Debtor such Uniform Commercial Code partial releases and such other documentation as shall be reasonably requested by the Debtor to effect the termination and release of the Liens on such Collateral.

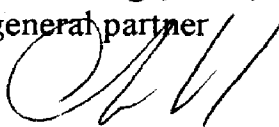
[signature page follows]

IN WITNESS WHEREOF, each Debtor and Secured Party have executed this Agreement as of the day and year first above written.

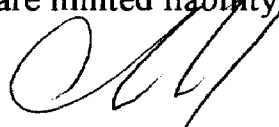
DEBTORS:

BUMBLE BEE HOLDINGS, L.P.,
a Delaware limited partnership

By: Buzz Holdings, LLC,
its general partner

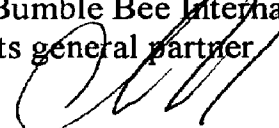
By: 
Name: Christopher Lischewski
Title: President

BUMBLE BEE SEAFOODS, LLC,
a Delaware limited liability company

By: 
Name: Christopher Lischewski
Title: President

BB ACQUISITION (PR), L.P.
a Delaware limited partnership

By: Bumble Bee International (PR), Inc.,
its general partner

By: 
Name: Christopher Lischewski
Title: Director

SECURED PARTY:

FLEET CAPITAL CORPORATION,
a Rhode Island corporation,
as Agent for the Lenders


By: 
Matthew R. Van Steenhuyse
Senior Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.:

KNOW ALL MEN BY THESE PRESENTS, each of Bumble Bee Holdings, L.P., a Delaware limited partnership ("Holdings"), Bumble Bee Seafoods, LLC, a Delaware limited liability company ("Bumble Bee Seafoods") and BB Acquisition (PR), L.P., a Delaware limited partnership ("Bumble Bee PR" and, together with Holdings and Bumble Bee Seafood, "Debtors") hereby appoints and constitutes FLEET CAPITAL CORPORATION, in its capacity as Agent for the Lenders identified in the Security Agreement referred to below ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of such Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of such Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement of even date herewith between Debtors and Secured Party (as amended or supplemented, the "Security Agreement") and may not be revoked until indefeasible payment in full of all of the "Secured Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

DEBTORS:

BUMBLE BEE HOLDINGS, L.P.,
a Delaware limited partnership

By: Buzz Holdings, LLC,
its general partner

By: _____
Name:
Title:

BUMBLE BEE SEAFOODS, LLC, .
a Delaware limited liability company

By: _____
Name:
Title:

BB ACQUISITION (PR), L.P.
a Delaware limited partnership

By: Bumble Bee International (PR), Inc.,
its general partner

By: _____
Name:
Title:

EXHIBIT 2

SURETYSHIP PROVISIONS AND WAIVERS

1. Waivers and Consents. Each Debtor acknowledges that the Liens created or granted herein will or may secure obligations of Persons other than such Debtor and, in full recognition of that fact, such Debtor consents and agrees that Beneficiaries may, at any time and from time to time, without notice or demand, and without affecting the enforceability or security hereof, but subject to the terms of the Loan Agreement and the other Loan Documents:

(a) supplement, modify, amend, extend, renew, accelerate, or otherwise change the time for payment or the terms of the Secured Obligations or any part thereof, including any increase or decrease of the rate(s) of interest thereon;

(b) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Secured Obligations or any part thereof or any of the Loan Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder;

(c) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Loan Documents or the Secured Obligations or any part thereof;

(d) accept partial payments on the Secured Obligations;

(e) receive and hold additional security or guaranties for the Secured Obligations or any part thereof;

(f) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Beneficiaries in their sole and absolute discretion may determine;

(g) release any guarantor or any other Person from any personal liability with respect to the Secured Obligations or any part thereof;

(h) settle, release on terms satisfactory to Beneficiaries or by operation of applicable laws or otherwise liquidate or enforce any Secured Obligations and any security or guaranty therefor in any manner, consent to the transfer of any security and bid and purchase at any sale; and

(i) consent to the merger, change or any other restructuring or termination of the corporate or other existence of either Debtor or any Guarantor (collectively, "Obligors"), and correspondingly restructure the Secured Obligations, and any such merger, change, restructuring or termination shall not affect the liability of Debtors or the continuing

existence of any Lien hereunder, under any other Loan Document to which either Debtor is a party or the enforceability hereof or thereof with respect to all or any part of the Secured Obligations.

Upon the occurrence of and during the continuance of any Event of Default, Beneficiaries may enforce this Agreement independently as to each Debtor and independently of any other remedy or security Beneficiaries at any time may have or hold in connection with the Secured Obligations, and it shall not be necessary for Beneficiaries to marshal assets in favor of either Debtor or any other Person or to proceed upon or against and/or exhaust any other security or remedy before proceeding to enforce this Agreement. Each Debtor expressly waives any right to require Beneficiaries to marshal assets in favor of Debtors or any other Person or to proceed against any other Person or any collateral provided by any other Person, and agrees that Beneficiaries may proceed against any Person and/or collateral in such order as it shall determine in its sole and absolute discretion. Beneficiaries may file a separate action or actions against Debtors, whether action is brought or prosecuted with respect to any other security or any other Person, or whether any other Person is joined in any such action or actions. Each Debtor agrees that Beneficiaries and the other Obligor and any other Person may deal with each other in connection with the Secured Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between any of them, in any manner whatsoever, all without in any way altering or affecting the security of this Agreement. Each Debtor expressly waives the benefit of any statute(s) of limitations affecting its liability hereunder or the enforcement of the Secured Obligations or any lien created or granted herein or by any other Loan Document. Beneficiaries' rights hereunder shall be reinstated and revived, and the enforceability of this Agreement shall continue, with respect to any amount at any time paid on account of the Secured Obligations which thereafter shall be required to be restored or returned by Beneficiaries upon the bankruptcy, insolvency or reorganization of either Debtor or any other Person or otherwise, all as though such amount had not been paid. The Liens created or granted herein and the enforceability of this Agreement at all times shall remain effective to secure the full amount of all the Secured Obligations including, without limitation, the amount of all loans and interest thereon at the rates provided for in the Loan Agreement and the note(s) thereunder, even though the Secured Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against any Obligor or any other Person and whether or not any Obligor or any other Person shall have any personal liability with respect thereto. Each Debtor expressly waives any and all defenses now or hereafter arising or asserted by reason of (a) any disability or other defense of any other Obligor or any other Person with respect to the Secured Obligations, (b) the unenforceability or invalidity of any other security or guaranty for the Secured Obligations or the lack of perfection or continuing perfection or failure of priority of any other security for the Secured Obligations, (c) the cessation for any cause whatsoever of the liability of any other Obligor or any other Person (other than by reason of the full payment and performance of all Secured Obligations (other than contingent indemnity and expense reimbursement obligations for which no claim has been made)), (d) any failure of Beneficiaries to marshal assets in favor of either Debtor or any other Person, (e) any failure of Beneficiaries to give notice of sale or other disposition of collateral to either Debtor or any other Person or any defect in any notice that may be given in connection with any sale or disposition of collateral, (f) except as otherwise provided in this Agreement, any failure of Beneficiaries to comply with applicable laws in connection with the sale or other

disposition of any Pledged Collateral or other security for any Secured Obligation, including, without limitation, any failure of Beneficiaries to conduct a commercially reasonable sale or other disposition of any Pledged Collateral or other security for any Secured Obligation, (g) any act or omission of Beneficiaries or others that directly or indirectly results in or aids the discharge or release of any other Obligor or any other Person or the Secured Obligations or any other security or guaranty therefor by operation of law or otherwise, (h) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation, (i) any failure of Beneficiaries to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person, (j) the election by Beneficiaries, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code, (k) any extension of credit or the grant of any Lien under Section 364 of the United States Bankruptcy Code, (l) any use of cash collateral under Section 363 of the United States Bankruptcy Code, (m) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person, (n) the avoidance of any Lien in favor of Beneficiaries for any reason (other than the avoidance of the Liens granted pursuant to this Agreement), (o) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including any discharge of, or bar or stay against collecting, all or any of the Secured Obligations (or any interest thereon) in or as a result of any such proceeding, (p) to the extent permitted, the benefits of any form of one-action rule under any applicable law, or (q) any action taken by the Beneficiaries that is authorized by any provision of any Loan Document. Each Debtor waives all rights and defenses arising out of an election of remedies by Beneficiaries, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Secured Obligations has destroyed such Debtor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise. Except as provided herein, each Debtor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Secured Obligations, and all notices of acceptance of this Agreement or of the existence, creation or incurring of new or additional Secured Obligations.

2. Condition of Other Obligors. Each Debtor represents and warrants to Beneficiaries that such Debtor has established adequate means of obtaining from the other Obligors, on a continuing basis, financial and other information pertaining to the business, operations and condition (financial and otherwise) of the other Obligors and their Properties, and such Debtor now is and hereafter will be completely familiar with the business, operations and condition (financial and otherwise) of the other Obligors and their Properties. Each Debtor hereby expressly waives and relinquishes any duty on the part of Beneficiaries (should any such duty exist) to disclose to such Debtor any matter, fact or thing related to the businesses, operations or condition (financial or otherwise) of the other Obligors and their Properties, whether now known or hereafter known by Beneficiaries during the life of this Agreement. With respect to any of the Secured Obligations, Beneficiaries need not inquire into the powers of any Obligor, or the officers or employees acting or purporting to act on its

behalf, and all Secured Obligations made or created in good faith reliance upon the professed exercise of such powers shall be secured hereby.

3. Waiver of Rights of Subrogation. Until no part of any commitment of Lenders to lend to Debtors remains outstanding and all of the Secured Obligations (other than contingent indemnity and expense reimbursement obligations for which no claim has been made) have been paid and performed in full, notwithstanding anything to the contrary elsewhere contained herein or in any other Loan Document to which Debtors are a party, each Debtor hereby waives with respect to the other Obligor, their respective successors and assigns (including any surety) and any other Person any and all rights at law or in equity, to subrogation, to reimbursement, to exoneration, to indemnity, to contribution, to setoff or to any other rights that could accrue to a surety against a principal, to a guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker and which such Debtor may have or hereafter acquire against any other Obligor in connection with or as a result of such Debtor's execution, delivery and/or performance of this Agreement or any other Loan Document to which such Debtor is a party. Each Debtor agrees that it shall not have or assert any such rights against any other Obligor or its successors and assigns or any other Person (including any surety) which is directly or indirectly a creditor of any other Obligor or any surety for any other Obligor, either directly or as an attempted setoff to any action commenced against such Debtor by any other Obligor (as borrower or in any other capacity) or any other Person. Each Debtor hereby acknowledges and agrees that this waiver is intended to benefit Beneficiaries and shall not limit or otherwise affect such Debtor's liability hereunder, under any other Loan Document to which such Debtor is a party, or the enforceability hereof or thereof. Until no part of any commitment of Lenders to lend to Debtors remains in effect and all of the Secured Obligations (other than contingent indemnity and expense reimbursement obligations for which no claim has been made) have been paid and performed in full, each Debtor expressly waives any right to enforce any remedy that Beneficiaries now have or hereafter may have against any other Person and waives the benefit of, or any right to participate in, any other security now or hereafter held by Beneficiaries.

4. Liens on Real Property. In the event that all or any part of the Secured Obligations at any time are secured by any one or more deeds of trust or mortgages or other instruments creating or granting Liens on any interests in real Property, each Debtor authorizes Beneficiaries, upon the occurrence of and during the continuance of any Event of Default, at Beneficiaries' sole option, without notice or demand and without affecting any obligations of Debtors hereunder and under the other Loan Documents, the enforceability of this Agreement, or the validity or enforceability of any Liens of Beneficiaries on any collateral, to foreclose any or all of such deeds of trust or mortgages or other instruments by judicial or nonjudicial sale. Each Debtor expressly waives any defenses to the enforcement of this Agreement or any Liens created or granted hereby or to the recovery by Beneficiaries against any other Obligor or any guarantor or any other Person liable therefor of any deficiency after a judicial or nonjudicial foreclosure or sale, even though such a foreclosure or sale may impair the subrogation rights of such Debtor and may preclude such Debtor from obtaining reimbursement or contribution from any other Person. Each Debtor expressly waives any defenses or benefits that may be derived from California Code of Civil Procedure §§ 580a, 580b, 580d or 726, or comparable provisions of the laws of any other jurisdiction,

and all other suretyship defenses it otherwise might or would have under California law or other applicable law. Each Debtor expressly waives any right to receive notice of any judicial or nonjudicial foreclosure or sale of any real Property or interest therein subject to any such deeds of trust or mortgages or other instruments and such Debtor's failure to receive any such notice shall not impair or affect such Debtor's obligations hereunder and under the other Loan Documents or the enforceability of this Agreement or any Liens created or granted hereby.

5. Waiver of Discharge. Without limiting the generality of the foregoing, each Debtor hereby waives discharge by waiving all defenses based on suretyship or impairment of collateral.

6. Understandings with Respect to Waivers and Consents. Each Debtor warrants and agrees that each of the waivers and consents set forth herein is made after consultation with legal counsel and with full knowledge of its significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which such Debtor otherwise may have against any other Obligor, Beneficiaries or others, or against collateral, and that, under the circumstances, the waivers and consents herein given are reasonable and not contrary to public policy or law. If any of the waivers or consents herein are determined to be contrary to any applicable law or public policy, such waivers and consents shall be effective to the maximum extent permitted by law.

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

BUMBLE BEE SEAFOODS, LLC

<u>Country</u>	<u>Mark</u>	<u>App./Reg. #</u>
Argentina	BUMBLE BEE	1491357
Argentina	DIPLOMATICO	1756491
Argentina	FIGARO	1510793
Aruba	BUMBLE BEE (& DESIGN)	15752
Aruba	FIGARO	17711
Australia	BUMBLE BEE	A191862
Australia	FIGARO	A204603
Australia	FIGARO	A195451
Austria	BUMBLE BEE	146563
Barbados	BUMBLE BEE	81/12770
Benelux	BUMBLE BEE	460108
Benelux	FIGARO	513318
Benelux	FIGARO	557344
Benelux	FIGARO	460107
Bermuda	BUMBLE BEE (& DESIGN)	21805
Bermuda	FIGARO	21801
Bolivia	BUMBLE BEE	60849
Bolivia	FIGARO	60847
Bolivia	TUXEDO	60848
Brazil	BUMBLE BEE	817425713
Brazil	BUMBLE BEE (& SINGLE BEE DESIGN)	6994261
Brazil	DELMONICO	007053150
Brazil	FIGARO	817425730
Canada	FIGARO	TMA 177977
Canada	ORLEANS	TMA 528688
Canada	TUXEDO	TMA 295633
Chile	BUMBLE BEE	415478
Chile	BUMBLE BEE (& SINGLE BEE DESIGN)	396428
Chile	FIGARO	416032
Chile	TUXEDO	452009
China (People's Republic Of)	BUMBLE BEE	279565
Colombia	BUMBLE BEE	152582
Colombia	BUMBLE BEE BRAND (& DESIGN)	120739
Colombia	CLOVER LEAF	02082806
Colombia	DIPLOMATICO	380325
Colombia	FIGARO	185770
Colombia	TUXEDO	152586
Costa Rica	BUMBLE BEE	85435
Costa Rica	BUMBLE BEE (& DESIGN)	85432

Costa Rica	DIPLOMATICO	85437
Costa Rica	FIGARO	85431
Costa Rica	TUXEDO	85436
Denmark	BUMBLE BEE	3104/1987
Denmark	FIGARO	03984/1994
Dominican Republic	BUMBLE BEE	58838
Dominican Republic	DIPLOMATICO	58836
Dominican Republic	FIGARO	58835
Dominican Republic	TUXEDO	58837
Ecuador	BUMBLE BEE	1408-94
Ecuador	BUMBLE BEE (& SINGLE BEE DESIGN)	589/90
Ecuador	DIPLOMATICO	1406/94
Ecuador	DIPLOMATICO	3725/94
Ecuador	DIPLOMATICO	3724/94
Ecuador	FIGARO	402/79
Egypt	BUMBLE BEE	67319/1986
Egypt	BUMBLE BEE (& SINGLE BEE DESIGN)	74693
El Salvador	BUMBLE BEE	216
European Union	BUMBLE BEE	2355667
Fiji	PARAMOUNT	151/2001
Finland	BUMBLE BEE	67834
Finland	FIGARO	71050
France	BUMBLE BEE	1239913
France	FIGARO	1239914
Germany	BUMBLE BEE	645343
Germany	BUMBLE BEE	921040
Germany	FIGARO	2903658
Germany	FIGARO	921041
Greece	BUMBLE BEE	51306
Greece	FIGARO	51307
Guatemala	BUMBLE BEE	104572
Guyana	BUMBLE BEE	18289A
Honduras	BUMBLE BEE	62221
Honduras	BUMBLE BEE QUICK FROZEN HEADLESS SHRIMP (& DESIGN)	26602
Honduras	BUMBLE BEE QUICK FROZEN HEADLESS SHRIMP (& DESIGN)	27002
Hungary	BUMBLE BEE (& SINGLE BEE DESIGN)	134594
Ireland	BUMBLE BEE	82406
Ireland	FIGARO	83531
Ireland	FIGARO	161195
Israel	BUMBLE BEE (& SINGLE BEE DESIGN)	72835
Italy	BUMBLE BEE	674880
Italy	FIGARO	674879
Japan	BUMBLE BEE	2184519
Japan	DESIGN ONLY (BEE DESIGN)	1503600

Japan	FIGARO	3086864
Macedonia	BUMBLE BEE	1172
Macedonia	FIGARO	1171
Mexico	BUMBLE BEE	476121
Mexico	DIPLOMATICO	501118
Netherlands Antilles	BUMBLE BEE (& SINGLE BEE DESIGN)	06873
Nicaragua	BUMBLE BEE	25318
Nicaragua	BUMBLE BEE (& DESIGN)	27193
Nicaragua	DIPLOMATICO	25960
Nicaragua	FIGARO	25959
Nicaragua	TUXEDO	25967
Norway	BUMBLE BEE	90642
Norway	FIGARO	172990
Norway	FIGARO	91649
Panama	BUMBLE BEE	63008
Panama	BUMBLE BEE	65041
Panama	BUMBLE BEE (& JALAPENO DESIGN)	63708
Paraguay	BUMBLE BEE (& SINGLE BEE DESIGN)	241861
Paraguay	DIPLOMATICO	166393
Paraguay	FIGARO	166394
Paraguay	TUXEDO	166395
Peru	BUMBLE BEE	2421
Peru	BUMBLE BEE (& SINGLE BEE DESIGN)	70124
Peru	DIPLOMATICO	1650
Peru	FIGARO	2422
Peru	TUXEDO	1651
Philippines	BUMBLE BEE	4-1994-96141
Poland	BUMBLE BEE (& SINGLE BEE DESIGN)	75826
Portugal	BUMBLE BEE BRAND (STYLIZED)	183258
Puerto Rico	BUMBLE BEE (& SINGLE BEE DESIGN)	21534
Puerto Rico	FIGARO	21539
Russian Federation	BUMBLE BEE (& SINGLE BEE DESIGN)	107121
Saudi Arabia	BUMBLE BEE	498/33
Saudi Arabia	DESIGN ONLY (BEE DESIGN)	504/53
Slovenia	BUMBLE BEE	7380485
Slovenia	FIGARO	Z7380486
South Africa	BUMBLE BEE (& SINGLE BEE DESIGN)	80/1395
South Korea	BUMBLE BEE	133338
Spain	BUMBLE BEE	721018
Spain	BUMBLE BEE (& DESIGN)	1917558
Suriname	BUMBLE BEE	17376
Suriname	BUMBLE BEE (& SINGLE BEE DESIGN)	9774
Sweden	BUMBLE BEE	149739
Switzerland	BUMBLE BEE	P266635
Switzerland	FIGARO	424148
Switzerland	FIGARO	P266636

Thailand	BUMBLE BEE	KOR41992
Thailand	FIGARO	KOR25849
Ukraine	BUMBLE BEE	UA2001031511
United Kingdom	BUMBLE BEE	627746
United Kingdom	FIGARO	1320778
United Kingdom	FIGARO	1262184
United States	100 YEARS (& DESIGN)	2,457,965
United States	BUMBLE BEE (& SINGLE BEE DESIGN)	1,010,513
United States	COMMERCE (& SHIP DESIGN)	0,113,231
United States	CORAL (STYLIZED)	0,557,331
United States	DE JEAN'S	0,938,168*
United States	DESIGN ONLY (BEE DESIGN)	0,581,074
United States	DESIGN ONLY (CAT & FIDDLE DESIGN)	1,576,676
United States	EASY SHREDS	2,112,382
United States	ENTERPRISE	1,805,462
United States	FAT FREE TUNA SALAD (& DESIGN)	2,356,130
United States	FIGARO	0,717,277
United States	FREE (& BEE DESIGN)	2,333,848
United States	FUN (& BEE DESIGN)	2,330,314
United States	FUN ORIGINAL RECIPE TUNA SALAD MIXED & READY TO EAT WITH 6 CRACKERS & DESIGN	2,356,129
United States	GULF BELLE	1,162,943
United States	GULF BELLE	2,184,097
United States	GULF BELLE (& DESIGN)	0,686,427
United States	HARPOON (& DESIGN)	0,113,693
United States	HARRIS	1,268,088
United States	MARVELOUS (STYLIZED)	0,538,007
United States	OCEAN MASTER	1,484,454
United States	ORLEANS	2,262,099
United States	ORLEANS (& DESIGN)	0,667,858
United States	ROYAL REEF	1,553,895
United States	SEAFOOD SOLUTIONS	76/305,518
United States	TUXEDO (STYLIZED)	0,555,078
Uruguay	BUMBLE BEE	324664
Uruguay	BUMBLE BEE (& SINGLE BEE DESIGN)	259971
Uruguay	DIPLOMATICO	263456
Uruguay	TUXEDO	262793
Venezuela	BUMBLE BEE	112829
Venezuela	DIPLOMATICO	6066/94
Yugoslavia	BUMBLE BEE	21971
Yugoslavia	FIGARO	23364

*Due to a gap in the chain of title, Bumble Bee Seafoods, Inc.¹ is unable to renew Reg. No. 0,938,168, and it will expire 4/28/03. A new application for this trademark is being filed.

¹ [Bumble Bee Seafoods, LLC].

CLOVER LEAF SEAFOODS, L.P.

<u>Country</u>	<u>Mark</u>	<u>App./Reg. #</u>
Aruba	RED ROSE	12858
Australia	CLOVER LEAF	A56916
Australia	CLOVER LEAF DESIGN	A65859
Australia	CLOVER LEAF DESIGN	641863
Australia	CLOVER LEAF LOGO	654588
Australia	PARAMOUNT	A68228
Australia	PREMIUM SALMON	78369
Australia	RED ROSE BRAND	A121298
Australia	UNIVERSAL	A177674
Barbados	CLOVER LEAF AND DESIGN	815337
Barbados	RED ROSE DESIGN	812531
Benelux	CLIPPER	648214
Benelux	CLIPPER BRAND	650672
Benelux	CLOVER LEAF AND DESIGN	16878
Benelux	KILTIE SALMON & DESIGN	78993
Benelux	PARAMOUNT SALMON & DESIGN	345985
Benelux	RED ROSE BRAND DESIGN	16877
Canada	BEE & DESIGN	TMA 140375
Canada	BLUE PACIFIC	UCA011564
Canada	BUMBLE BEE	130895
Canada	CLOVER LEAF	UCA010040
Canada	CLOVER LEAF & CLOVER LEAF DESIGN	TMDA050882
Canada	CLOVER LEAF & DESIGN	TMA185996
Canada	CLOVER LEAF AND DESIGN	TMA 339931
Canada	CLOVER LEAF DESIGN	TMDA 051955
Canada	CLOVER LEAF GARNIT-TOUT & DESIGN	TMA 409510
Canada	CLOVER LEAF TOPPERS & DESIGN	TMA 409206
Canada	GOLD ANCHOR	TMA 253341
Canada	KILTIE BRAND AND SALMON DESIGN	TMDA021200
Canada	LAGUNA	UCA011085
Canada	MAPLE LEAF	TMA330834
Canada	MAPLE LEAF BRAND & DESIGN	TMDA005392
Canada	MINI-FILET	TMA 176228
Canada	NAVY	TMA 324227
Canada	PARAMOUNT	UCA004043
Canada	PET	UCA005772
Canada	PREMIUM & DESIGN	TMA 412283
Canada	PREMIUM CHOICE SOCKEYE SALMON LABEL DESIGN	029052
Canada	PREMIUM FROZEN FISH AND DESIGN	TMDA046513
Canada	RED CLOVER	TMA 298449

Canada	RED ROSE BRAND	UCA002125
Canada	ROBIN RED DESIGN	TMA 166988
Canada	ROSE MARIE	UCA12429
Canada	SURF	UCA032539
Canada	THUNDERBIRD	UCA039184
Canada	THUNDERBIRD THE MARK OF QUALITY & DESIGN	361076
Canada	UNIVERSAL BRAND RED SOCKEYE SALMON LABEL	TMDA054669
Cayman Islands	CLOVER LEAF & DESIGN	746463
Cayman Islands	CLOVER LEAF & DESIGN	721158
China (People's Republic Of)	CLOVER LEAF & DESIGN	1174888
China (People's Republic Of)	PARAMOUNT & DESIGN	1266632
Denmark	CLOVER LEAF AND DESIGN	1962 1366 VR
European Union	CLOVER LEAF & DESIGN	356956
France	CLOVER LEAF	1494559
France	RED ROSE LA ROSE ROUGE	1499228
France	UNIVERSAL	1515074
Germany	CLOVER LEAF AND DESIGN	2025024
India	CLOVER LEAF & DESIGN	4160
Ireland	RED ROSE BRAND & DEVICE	61724
Israel	CLOVER LEAF & DESIGN	72042
Italy	PARAMOUNT NELSON BROS. FISHERIES LIMITED (& DESIGN)	441880
Jamaica	RED ROSE & DESIGN	6572
Japan	PARAMOUNT	2368710
Mauritius	CLOVER LEAF	A/12 No. 268
Mauritius	CLOVER LEAF & CLOVER LEAF DESIGN	A/13 NO. 64
Mauritius	RED ROSE & DESIGN	A/13 NO. 66
Netherlands Antilles	RED ROSE DESIGN	05505
New Zealand	CLOVER LEAF	29639
New Zealand	CLOVER LEAF & DESIGN	33862
New Zealand	MAPLE LEAF BRAND & DESIGN	5627/4395
New Zealand	PARAMOUNT	B72191
New Zealand	PARAMOUNT	265023
New Zealand	ROBIN RED	B128586
New Zealand	UNIVERSAL	B129202
South Africa	CLOVER LEAF SALMON & DESIGN	40/907
South Africa	MAPLE LEAF	70/3764
South Africa	SWALLOW	34/1385
Spain	CLOVER LEAF & DESIGN	1207992
Suriname	RED ROSE DESIGN	2312
Sweden	CLOVER LEAF & DESIGN	105471
Sweden	PARAMOUNT	130505
Switzerland	CLOVER LEAF & DESIGN	313658
Switzerland	KILTIE & DESIGN	357853

Trinidad and Tobago	CLOVER LEAF & DESIGN	2869
Trinidad and Tobago	RED ROSE & DESIGN	58/1955
Trinidad and Tobago	UNIVERSAL & DESIGN	12816
United Kingdom	CLOVER LEAF	746463
United Kingdom	CLOVER LEAF BRAND	721157
United Kingdom	CLOVER LEAF BRAND & DESIGN	721158
United Kingdom	PARAMOUNT	B767432
United Kingdom	PARAMOUNT	628666
United Kingdom	PINE TREE	791566
United Kingdom	RED ROSE	791567
United States	CLOVER LEAF	2,520,386

Trademark Applications

Canada	REAL FISH, REAL EASY	1169244
Canada	REAL SEAFOOD, REAL EASY	1169250
United States	PRIME FILLET	76/482,954
United States	TOUCH OF LEMON	76/482,953

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT

Permitted Licenses

1. Costco Wholesale Private Label Agreement Dual Brand, dated January 4, 2002 between Costco Wholesale Corporation and the Price Company and Bumble Bee Seafoods, LLC (by assignment under the terms of the Bumble Bee Acquisition).
2. License and Supply Agreement, dated March 2002, between Bumble Bee Seafoods, LLC (by assignment under the terms of the Bumble Bee Acquisition) and Conopco, Inc. d/b/a Unilever Bestfoods.
3. The Business utilized the Libby's trademark on certain products through an intercompany sublicense of certain rights under the Trademark License Agreement, dated September 3, 1998 between Societe des Produits Nestle S.A. and Trenton Home Foods, Inc.
4. Amended Distributorship Agreement, dated as of December 20, 2001 between King Oscar, Inc. and Bumble Bee Seafoods, LLC (by assignment in accordance with the Bumble Bee Acquisition).