

06-10-2004

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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2004)

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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 Delaware limited liability co.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 04/30/2004

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as Agent

Internal

Address: attn: Bumble Bee Acct Officer

Street Address: 15260 Ventura Blvd, Suite 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 AB. Trademark Registration No.(s) _____
see attached Exhibit AAdditional 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: _____

48

7. Total fee (37 CFR 3.41).....\$ 1,215.00

- ☒ 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

 Signature

June 8, 2004

Date

Total number of pages including cover sheet, attachments, and document: 24

06/10/2004 LMUELLER 00000021 2457965

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:8521
02 FC:852240.00 OP
1175.00 OPTRADEMARK
REEL: 002979 FRAME: 0110

EXHIBIT A

<u>COUNTRY</u>	<u>MARK</u>	<u>APP/REG #</u>
United States	100 YEARS AND BEE DESIGN	2457965
United States	ACADIA	1135224
United States	ADMIRAL	1488678
United States	ADMIRAL DESIGN	1683898
United States	BEACH CLIFF	770058
United States	BEE DESIGN	581074
United States	BRUNSWICK	1758533
United States	BRUNSWICK	1423060
United States	BULLDOG	89149
United States	BULLDOG	1679557
United States	BUMBLE BEE	76/544986
United States	BUMBLE BEE & ONE BEE DESIGN	1010513
United States	BUMBLE BEE IN PORT HOLE	73/544997
United States	CAT AND FIDDLE DESIGN	1576676
United States	COMMANDER	541542
United States	COMMERCE & SHIP DESIGN	113231
United States	CORAL	557331
United States	CRAB SENSATIONS	76/544990
United States	DE JEAN'S	2810381
United States	DESIGN (BOAT LOGO)	1745942
United States	DESIGN (SEAL/BOAT)	1791765
United States	EAGLE	61787
United States	FAT FREE TUNA SALAD & BEE DESIGN	2356130
United States	FIGARO	717277
United States	FREE & BEE DESIGN	2333848
United States	FUN & BEE DESIGN	2330314
United States	FUN ORIGINAL RECIPE TUNA	2356129
United States	GENERAL	2315015
United States	GULF BELLE	2184097
United States	GULF BELLE	1162943
United States	GULF BELLE	686427
United States	HARPOON AND DESIGN	113693
United States	HARRIS	1268088
United States	HOLMES	1297861
United States	LOBSTER SENSATIONS	76/544991
United States	MARVELOUS	538007
United States	MOOSEABEC	1538316

EXHIBIT A

United States	NEPTUNE	1583811
United States	NEPTUNE	2333893
United States	ORLEANS	2262099
United States	ORLEANS	667858
United States	PARAMOUNT	76/518553
United States	PORT CLYDE	1116692
United States	PRIME FILLET	76/482954
United States	ROYAL BEEF	1553895
United States	SHRIMP SENSATIONS	76/544580
United States	TOUCH OF LEMON	76/482953
United States	TUXEDO	555078

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 30, 2004, is entered into by BUMBLE BEE SEAFOODS, LLC, a Delaware limited liability company ("Borrower") and BB ACQUISITION (PR), L.P., a Delaware limited partnership ("Bumble Bee PR" and, together with Borrower, "Debtors") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, as administrative agent for the Lenders referred to below ("Agent"), for the benefit of itself, each Lender, each other Creditor (as defined in the Loan Agreement referred to below), and their successors and assigns (Agent is also referred to herein as "Secured Party", and Secured Party, the Lenders and the other Creditors are each referred to herein as a "Beneficiary" and collectively as the "Beneficiaries").

RECITALS

A. Pursuant to the Loan and Security Agreement of even date herewith, by and among Borrower, the lenders from time to time a party thereto (collectively, the "Lenders" and individually, a "Lender") and 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 Borrower. 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, 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 the Beneficiaries, 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 by Borrower to Secured Party in this Agreement for the benefit of Beneficiaries shall secure the Obligations. The security interests granted by Bumble Bee PR to Secured Party in this Agreement for the benefit of the Beneficiaries shall secure any and all present and future obligations of any type or nature of Bumble Bee PR to Beneficiaries arising under or relating to (i) that certain Guaranty of even date herewith by Bumble Bee PR in favor of Secured Party, (ii) this Agreement and (iii) any other Loan Document, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against Bumble Bee PR. The secured obligations referred to in this Section 2 are collectively referred to herein 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.

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, and such payment shall be payable on demand together with interest at the rate set forth in the Loan Documents, and shall be part of the applicable Secured Obligations; provided, that the Debtors shall not be responsible for such expenses to the extent incurred because of the gross negligence or willful misconduct of any Beneficiary 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 the Beneficiaries 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 Beneficiaries 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 address listed on the signature page hereto.

C. In the event that 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. GOVERNING LAW; CONSENT TO FORUM. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CHOICE OF LAW OR CONFLICTS OF LAWS PROVISIONS THEREOF THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION); PROVIDED, HOWEVER, THAT IF LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS CONTINUE TO APPLY TO THAT EXTENT. AS PART OF THE CONSIDERATION FOR NEW VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF DEBTORS OR ANY BENEFICIARY, DEBTORS HEREBY CONSENT AND AGREE 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 EXCLUSIVE (EXCEPT AS HEREINAFTER PROVIDED) JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN 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. DEBTORS EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND DEBTORS HEREBY WAIVE ANY OBJECTION WHICH DEBTORS MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. DEBTORS HEREBY WAIVE PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT

AND AGREE THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO DEBTORS AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF DEBTORS' ACTUAL RECEIPT THEREOF OR 3 DAYS AFTER DEPOSIT IN THE U.S. MAILES, 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 THE ENFORCEMENT BY AGENT OR ANY LENDER OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

G. DEBTORS AND SECURED PARTY EXPRESSLY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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 THE OTHER BENEFICIARIES) 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.

H. 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 Secured Party 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, Secured Party 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, Secured Party 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 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

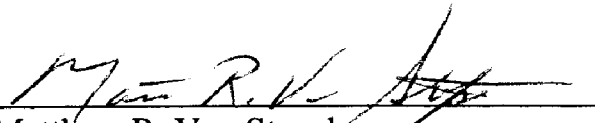
Title: President

Address:

c/o Bumble Bee Seafoods, LLC
9655 Granite Ridge, Suite 100
San Diego, California 92123

SECURED PARTY:

FLEET CAPITAL CORPORATION,
a Rhode Island corporation,
as Agent

By: 
Matthew R. Van Steenhuyse
Senior Vice President

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, each of Bumble Bee Seafoods, LLC, a Delaware limited liability company ("Borrower") and BB Acquisition (PR), L.P., a Delaware limited partnership ("Bumble Bee PR" and, together with Borrower, "Debtors") hereby appoints and constitutes FLEET CAPITAL CORPORATION, in its capacity as administrative 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).

Dated as of April 30, 2004

DEBTORS:

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: President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
(see attached)

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

BUMBLE BEE SEAFOODS, LLC

<u>Country</u>	<u>Mark</u>	<u>App./Reg. #</u>
Antigua	BANQUET AND FAIRHAVEN	57490&57478
Antigua	BEACH CLIFF	Pending
Antigua and Barbuda	BRUNSWICK	3821
Argentina	BRUNSWICK	1578729
Argentina	BUMBLE BEE	1491357
Argentina	DIPLOMATICO	1756491
Argentina	FIGARO	1510793
Aruba	BRUNSWICK	95062212/17461
Aruba	BUMBLE BEE AND TWO BEE DESIGN	15752
Aruba	FIGARO	17711
Australia	ADMIRAL	Pending
Australia	BRUNSWICK BRAND LABEL	A40817
Australia	BUMBLE BEE	A191862
Australia	FIGARO	A204603
Australia	FIGARO	A195451
Austria	BUMBLE BEE	146563
Bahamas	ADMIRAL	Pending
Bahamas	BANQUET	19670
Bahamas	BRUNSWICK	17040
Bahamas	FAIRHAVEN	19669
Barbados	BRUNSWICK	81/9700
Barbados	BUMBLE BEE	81/12770
Barbados	FAIRHAVEN	Pending
Belize	BRUNSWICK	8269
Benelux	BRUNSWICK	532817
Benelux	BUMBLE BEE	460108
Benelux	FIGARO	557344
Benelux	FIGARO	460107
Benelux	FIGARO	513318
Benelux	BUMBLE BEE AND TWO BEE DESIGN	21805
Benelux	FIGARO	21801
Bermuda	BEACH CLIFF	Pending
Bermuda	BRUNSWICK	Pending
Bolivia	BUMBLE BEE	60849
Bolivia	DIPLOMATICO	60850
Bolivia	FIGARO	60847
Bolivia	TUXEDO	60848
Brazil	BUMBLE BEE	817425713
Brazil	BUMBLE BEE AND TWO BEE DESIGN	6994261
Brazil	DELMONICO	007053150

Brazil	FIGARO	817425730
British Virgin Islands	BEACH CLIFF	Pending
British Virgin Islands	BRUNSWICK	Pending
Canada	FIGARO	177977
Canada	ORLEANS	TMA528688
Canada	REAL FISH, REAL EASY	1169244
Canada	REAL SEAFOOD, REAL EASY	1169250
Canada	SWIFT WATER	TMA264745
Canada	TUXEDO	TMA295644
Canada	VRAI POISSON, VRAIMENT PRATIQUE	1170824
Chile	BRUNSWICK	514681
Chile	BUMBLE BEE	415478
Chile	BUMBLE BEE & ONE BEE DESIGN	264558
Chile	FIGARO	416032
Chile	TUXEDO	452009
China	BRUNSWICK & BOAT	1364136
China (People's Repub. of)	BUMBLE BEE	279565
Colombia	BRUNSWICK	205472
Colombia	BUMBLE BEE	152582
Colombia	BUMBLE BEE BRAND AND DESIGN	120739
Colombia	CLOVER LEAF	271349
Colombia	DIPLOMATICO	380325
Colombia	FIGARO	185770
Colombia	TUXEDO	152586
Costa Rica	BRUNSWICK	94735
Costa Rica	BUMBLE BEE	85435
Costa Rica	BUMBLE BEE BRAND AND DESIGN	85432
Costa Rica	DIPLOMATICO	85437
Costa Rica	FIGARO	85431
Costa Rica	TUXEDO	85436
Curacao	BEACH CLIFF	Pending
Curacao	BRUNSWICK	Pending
Czech Republic	BRUNSWICK	195832
Czech Republic	PORT CLYDE	219422
Denmark	BUMBLE BEE	3104/1987
Denmark	FIGARO	03984/1994
Dominica	BRUNSWICK	81668
Dominican Republic	BEACH CLIFF	84777
Dominican Republic	BEACH CLIFF	84781
Dominican Republic	BRUNSWICK	81668
Dominican Republic	BRUNSWICK	1781-322-A
Dominican Republic	BRUNSWICK	81668
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 & ONE BEE DESIGN	589/90
Ecuador	DIPLOMATICO	3724/94
Ecuador	DIPLOMATICO	3725/94
Ecuador	DIPLOMATICO	1406/94
Ecuador	FIGARO	402-79
Egypt	BRUNSWICK	Pending
Egypt	BUMBLE BEE	67319/1986
Egypt	BUMBLE BEE & ONE BEE DESIGN	74693
El Salvador	BUMBLE BEE	216
European Union	BUMBLE BEE	2355667
Fiji	BRUNSWICK	250/98
Fiji	PARAMOUNT	151/2001
Finland	BUMBLE BEE	67834
Finland	FIGARO	71050
France	BRUNSWICK & BOAT	98758254
France	BUMBLE BEE	1239913
France	FIGARO	1239914
Germany	BUMBLE BEE	921040
Germany	BUMBLE BEE	645343
Germany	FIGARO	2903658
Germany	FIGARO	921040
Grand Cayman	BRUNSWICK	Pending
Greece	BUMBLE BEE	51306
Grenada	BEACH CLIFF	Pending
Grenada	BRUNSWICK	Pending
Grenada	FAIRHAVEN	Pending
Grenada	PORT CLYDE	Pending
Guatemala	BUMBLE BEE	104572
Guyana	BRUNSWICK	144889A
Guyana	BUMBLE BEE	18289A
Grenada	FAIRHAVEN	15906A
Honduras	BUMBLE BEE	62221
Honduras	BUMBLE BEE QUICK FROZEN	
	HEADLESS SHRIMP & DESIGN	27002
Honduras	BUMBLE BEE QUICK FROZEN	
	HEADLESS SHRIMP & DESIGN	26602
Hungary	BRUNSWICK & BOAT DESIGN	171138
Hungary	BUMBLE BEE & ONE BEE DESIGN	134594
Hungary	BUMBLE BEE	82406
Hungary	FIGARO	161195
Hungary	FIGARO	83531
Indonesia	BRUNSWICK & BOAT	446996
Israel	BRUNSWICK	108425
Israel	BUMBLE BEE & ONE BEE DESIGN	72835
Italy	BUMBLE BEE	674880

Italy	FIGARO	674879
Italy	PARAMOUNT NELSON BROS.	
	FISHERIES LIMITED & DESIGN	441880
Jamaica	BRUNSWICK BRAND	3029
Jamaica	BRUNSWICK SARDINES & DEVICE	1967
Jamaica	BRUNSWICK	3029
Japan	BEE DESIGN	1503600
Japan	BRUNSWICK	
Japan	BUMBLE BEE	2184519
Japan	FIGARO	3086864
Macedonia	BUMBLE BEE	1172
Macedonia	FIGARO	1171
Malaysia	BRUNSWICK & BOAT	96/12257
Mexico	BRUNSWICK & DESIGN	442779
Mexico	BRUNSWICK	442780
Mexico	BUMBLE BEE	476121
Mexico	DIPLOMATICO	501118
Mexico	ORLEANS	695281
Montserrat	BRUNSWICK	1908
Netherlands Antilles	BRUNSWICK	18650,03488
Netherlands Antilles	BUMBLE BEE & ONE BEE DESIGN	06873
New Zealand	BRUNSWICK	226546
Nicaragua	BUMBLE BEE	25318
Nicaragua	BUMBLE BEE & TWO BEE DESIGN	27193
Nicaragua	DIPLOMATICO	25960
Nicaragua	FIGARO	25959
Nicaragua	TUXEDO	25967
Norway	BUMBLE BEE	90642
Norway	FIGARO	91649
Norway	FIGARO	172990
Panama	BEACH CLIFF	
Panama	BRUNSWICK	87256
Panama	BUMBLE BEE	65041
Panama	BUMBLE BEE	63008
Panama	BUMBLE BEE AND JALAPENO DESIGN	63708
Paraguay	BRUNSWICK	208214
Paraguay	BUMBLE BEE & ONE BEE DESIGN	241861
Paraguay	DIPLOMATICO	166393
Paraguay	FIGARO	166394
Paraguay	TUXEDO	166395
Peru	BRUNSWICK	19306
Peru	BUMBLE BEE	2421
Peru	BUMBLE BEE & ONE BEE DESIGN	70124
Peru	DIPLOMATICO	1650
Peru	FIGARO	2422
Peru	TUXEDO	1651

Philippines	BRUNSWICK	No 116460
Philippines	BUMBLE BEE	4199496141
Poland	BRUNSWICK	20158
Poland	BUMBLE BEE & ONE BEE DESIGN	75826
Poland	FAIRHAVEN	133830
Portugal	BUMBLE BEE BRAND	183258
Puerto Rico	BRUNSWICK	37157
Puerto Rico	BUMBLE BEE & ONE BEE DESIGN	21534
Puerto Rico	FIGARO	21539
Russian Federation	BUMBLE BEE & ONE BEE DESIGN	107121
Saudi Arabia	BEE DESIGN	504/53
Saudi Arabia	BUMBLE BEE	498/33
Serbia and Montenegro	BUMBLE BEE	21971
Serbia and Montenegro	FIGARO	23364
Slovak Republic	PORT CLYDE	191620
Slovakia	BRUNSWICK	186804
Slovenia	BUMBLE BEE	Z7380485
Slovenia	FIGARO	Z7380486
South Africa	BRUNSWICK AND JUTLAND	96/15658&
		96/15659
South Africa	BUMBLE BEE & ONE BEE DESIGN	80/13/95
South Africa	PORT CLYDE	99/15458
South Korea	BUMBLE BEE	133338
Spain	BUMBLE BEE	721018
Spain	BUMBLE BEE & TWO BEE DESIGN	1917558
St. Croix	BRUNSWICK	1423060
St. Kitts	BEACH CLIFF	Pending
St. Kitts	BRUNSWICK	4322
St. Lucia	BANQUET AND FAIRHAVEN	10/1997
St. Lucia	BRUNSWICK	186/95
St. Lucia	PORT CLYDE	Pending
St. Maarten	BRUNSWICK	Pending
St. Vincent	BRUNSWICK	2031724A
St. Vincent	FAIRHAVEN	Pending
St. Vincent	PORT CLYDE	Pending
Suriname	BRUNSWICK	15261
Suriname	BUMBLE BEE	17376
Suriname	BUMBLE BEE & ONE BEE DESIGN	9774
Sweden	BUMBLE BEE	149739
Switzerland	BUMBLE BEE	P266635
Switzerland	FIGARO	424148
Switzerland	FIGARO	P266636
Thailand	BUMBLE BEE	KOR41992
Thailand	FIGARO	KOR25849
Trinidad and Tobago	BANQUET	27072
Trinidad and Tobago	BRUNSWICK	35 OF 1925

Trinidad and Tobago	FAIRHAVEN	27216
Turks Caicos	BRUNSWICK	11405
Ukraine	BRUNSWICK	98093594
Ukraine	BUMBLE BEE	UA 32990
Ukraine	FAIRHAVEN	98093595T
United Kingdom	BRUNSWICK	2013724A
United Kingdom	BRUNSWICK & SHIP LOGO	2031724B
United Kingdom	FIGARO	1262184
United Kingdom	FIGARO	1320778
United States	100 YEARS AND BEE DESIGN	2457965
United States	ACADIA	1135224
United States	ADMIRAL	1488678
United States	ADMIRAL DESIGN	1683898
United States	BEACH CLIFF	770058
United States	BEE DESIGN	581074
United States	BRUNSWICK	1758533
United States	BRUNSWICK	1423060
United States	BULLDOG	89149
United States	BULLDOG	1679557
United States	BUMBLE BEE	76/544986
United States	BUMBLE BEE & ONE BEE DESIGN	1010513
United States	BUMBLE BEE IN PORT HOLE	73/544997
United States	CAT AND FIDDLE DESIGN	1576676
United States	COMMANDER	541542
United States	COMMERCE & SHIP DESIGN	113231
United States	CORAL	557331
United States	CRAB SENSATIONS	76/544990
United States	DE JEAN'S	2810381
United States	DESIGN (BOAT LOGO)	1745942
United States	DESIGN (SEAL/BOAT)	1791765
United States	EAGLE	61787
United States	FAT FREE TUNA SALAD & BEE DESIGN	2356130
United States	FIGARO	717277
United States	FREE & BEE DESIGN	2333848
United States	FUN & BEE DESIGN	2330314
United States	FUN ORIGINAL RECIPE TUNA	2356129
United States	GENERAL	2315015
United States	GULF BELLE	2184097
United States	GULF BELLE	1162943
United States	GULF BELLE	686427
United States	HARPOON AND DESIGN	113693
United States	HARRIS	1268088
United States	HOLMES	1297861
United States	LOBSTER SENSATIONS	76/544991
United States	MARVELOUS	538007
United States	MOOSEABEC	1538316

United States	NEPTUNE	1583811
United States	NEPTUNE	2333893
United States	ORLEANS	2262099
United States	ORLEANS	667858
United States	PARAMOUNT	76/518553
United States	PORT CLYDE	1116692
United States	PRIME FILLET	76/482954
United States	ROYAL BEEF	1553895
United States	SHRIMP SENSATIONS	76/544580
United States	TOUCH OF LEMON	76/482953
United States	TUXEDO	555078
U.S. Virgin Islands	BEACH CLIFF	Pending
Uruguay	BUMBLE BEE	324664
Uruguay	BUMBLE BEE & ONE BEE DESIGN	259971
Uruguay	DIPLOMATICO	263456
Uruguay	TUXEDO	262793
Venezuela	BUMBLE BEE	112829
Venezuela	DIPLOMATICO	6066/94

SCHEDULE B
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TRADEMARK SECURITY AGREEMENT

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