TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BUMBLE BEE FOODS, LLC		12/15/2010	LIMITED LIABILITY COMPANY: DELAWARE
BUMBLE BEE HOLDINGS, INC.		12/15/2010	CORPORATION: GEORGIA
CONNORS BROS CLOVER LEAF SEAFOODS COMPANY		12/15/2010	CORPORATION: NOVA SCOTIA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	707 Wilshire Blvd., 17th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	3778857	BUMBLE BEE YUM
Registration Number:	3778856	LIFE IS FULL OF FLAVOR. EAT IT UP.
Registration Number:	3815738	BEEWELL FOR LIFE
Registration Number:	0581074	
Registration Number:	2896903	BUMBLE BEE
Registration Number:	3110474	BUMBLE BEE
Registration Number:	1010513	BUMBLE BEE
Registration Number:	2924759	
Registration Number:	3167917	BUMBLE BEE SENSATIONS
Registration Number:	1576676	
Registration Number:	557331	CORAL

OP $1615.00 3778857

Registration Number:	2810381	DE JEAN'S
Registration Number:	961638	DOXSEE
Registration Number:	717277	FIGARO
Registration Number:	2847741	FROM THE KITCHENS OF SWEET SUE
Registration Number:	1162943	GULF BELLE
Registration Number:	1000317	HOPE FARM
Registration Number:	538007	MARVELOUS
Registration Number:	1629296	OCEAN'S HARVEST
Registration Number:	2262099	ORLEANS
Registration Number:	667858	ORLEANS
Registration Number:	1895207	PICNIC
Registration Number:	2338271	PRAIRIE BELT
Registration Number:	2357185	PRAIRIE BELT
Registration Number:	2835584	PRIME FILLET
Registration Number:	3203187	PRIME FILLET
Registration Number:	3505145	PRIME FILLET
Registration Number:	1528450	SNOW'S
Registration Number:	2502482	SNOW'S
Registration Number:	740724	SNOW'S
Registration Number:	1146250	SNOW'S
Registration Number:	1532202	SNOW'S
Registration Number:	2502490	SNOW'S: THE CHOWDER PEOPLE
Registration Number:	1033998	SWEET SUE
Registration Number:	3194038	SWEET SUE
Registration Number:	2338247	SWEET SUE
Registration Number:	2856581	TOUCH OF LEMON
Registration Number:	555078	TUXEDO
Registration Number:	3652458	
Registration Number:	3648361	BEEWELL MILES
Registration Number:	3560944	CORAL
Registration Number:	3669843	WILD SELECTIONS
Registration Number:	3025904	CASTLEBERRY'S MEAT TALK
Registration Number:	3026013	CLAMEMO
Registration Number:	686427	GULF BELLE
Registration Number:	1011631	MAKE-IT-FRESH

Registration Number:	3019080	READY GRAVY
Registration Number:	1553895	ROYAL REEF
Registration Number:	1135224	ACADIA
Registration Number:	770058	BEACH CLIFF
Registration Number:	2988026	BIG TASTE IN A SMALL CAN
Registration Number:	1423060	BRUNSWICK
Registration Number:	1758533	BRUNSWICK
Registration Number:	2520386	CLOVER LEAF
Registration Number:	1745942	
Registration Number:	1791765	
Registration Number:	2315015	GENERAL
Registration Number:	1297861	HOLMES
Registration Number:	1538316	MOOSEABEC
Registration Number:	1615039	POSSUM BRAND
Serial Number:	85122337	A KEY INGREDIENT IN A HEALTHIER LIFE
Serial Number:	85089051	BEE SQUAD
Serial Number:	78860421	SAVOY
Serial Number:	85089057	I'M A BEE SQUAD MEMBER BUMBLE BEE FOODS

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36551
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/11/2011

Total Attachments: 14

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Form **PTO-1594** (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
BUMBLE BEE FOODS, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☑ Other LIMITED LIABILITY COMPANY

Citizenship (see guidelines) DE

Additional names of conveying parties attached? ☑ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION
Internal Address:
Street Address: 707 WILSHIRE BLVD., 17TH FLOO
City: LOS ANGELES
State: CA
Country: USA Zip: 90017

☑ Association Citizenship USA
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship USA

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) DECEMBER 15, 2010

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: IP Research Plus
Internal Address:
Attn: Penelope J.A. Agodoa
Street Address:
21 Tadcaster Circle
City: Waldorf
State: MD Zip: 20602
Phone Number: 301-638-0511
Fax Number: 866-826-5420
Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved: 64

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

DECEMBER 15, 2010
Date

DongHwa Kim
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Conveying Party(ies)

BUMBLE BEE HOLDINGS, INC., a Georgia Corporation

CONNORS BROS. CLOVER LEAF SEAFOODS COMPANY, a Nova Scotia Corporation

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement")is made this 15th day of December, 2010, by and among Grantors listed on the signature pages hereof (each a "Grantor" and collectively, the "Grantors"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, ("WFBNA"), in its capacity as agent for Secured Parties (in such capacity, together with its successors and assigns in such capacity, "the Notes Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Indenture dated December 15, 2010 among Bumble Bee Acquisition Corp. ("Acquisition Corp."), the Guarantors named therein and WFBNA, in its capacity as Trustee on behalf of the Holders of the Notes (the "Indenture"), Acquisition Corp. issued $605,000,000 aggregate principal amount of 9% Senior Secured Notes due 2017;

WHEREAS, the Grantors have executed and delivered to the Notes Collateral Agent, for the benefit of the Secured Parties, that certain U.S. Notes Security Agreement, dated as of December 15, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Notes Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Security Agreement or, if not defined therein, in the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Notes Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (subject to Permitted Liens) (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the Trademarks and the exclusive Intellectual Property Licenses in respect of Trademarks to which it is a licensee including those referred to on Schedule I, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"). Notwithstanding anything herein to the contrary, in no event shall the security interest granted under this Section 2 above attach to any "intent-to-use" application for registration of a Trademark to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to any Secured Party, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Notes Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Subject to the Security Agreement, Grantors hereby authorize the Notes Collateral Agent to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Notes Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission also shall, if requested by another party hereto, deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Notes Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, the rules of construction set forth in Section 1.03 of the Indenture shall apply to this Trademark Security Agreement. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular

provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

8. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER**.

(a) **THE VALIDITY OF THIS TRADEMARK SECURITY INTEREST, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

(b) **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY INTEREST SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE NOTES COLLATERAL AGENT'S OPTION, ON BEHALF OF THE SECURED PARTIES, IN THE COURTS OF ANY JURISDICTION WHERE THE NOTES COLLATERAL AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND THE NOTES COLLATERAL AGENT, ON BEHALF OF THE SECURED PARTIES, WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).**

(c) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND THE NOTES COLLATERAL AGENT, ON BEHALF OF THE SECURED PARTIES, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY INTEREST OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH GRANTOR AND THE NOTES COLLATERAL AGENT, ON BEHALF OF THE SECURED PARTIES, REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY INTEREST MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

(d) **EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY INTEREST, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH GRANTOR AND THE NOTES COLLATERAL AGENT, ON BEHALF OF THE SECURED PARTIES, AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY INTEREST SHALL AFFECT ANY RIGHT THAT THE NOTES COLLATERAL AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY INTEREST AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

9. INTERCREDITOR AGREEMENT.

(a) Anything herein to the contrary notwithstanding, the liens and security interests granted to Wells Fargo Bank, National Association, as the Notes Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Wells Fargo Bank, National Association as the Notes Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

(b) Without limiting the generality of the foregoing clause (a), and notwithstanding anything herein to the contrary, all rights and remedies of the Notes Collateral Agent (and the Secured Parties) shall be subject to the terms of the Intercreditor Agreement, and, with respect to the ABL Priority Collateral, any obligation of the Grantor hereunder or under any other Notes Document with respect to the delivery or control of any ABL Priority Collateral, the provision of voting rights or the obtaining of any consent of any Person, in each case in connection with any ABL Priority Collateral shall be deemed to be satisfied if the Grantor, as applicable, complies with the requirements of the similar provision of the Senior Credit Agreement. Until the Discharge of Notes Obligations, the delivery of any Notes Priority Collateral to the Bank Collateral Agent pursuant to the Senior Credit Agreement shall satisfy any delivery requirement hereunder or under any other Notes Document.

[Signature pages to follow.]

TRADEMARK
REEL: 004451 FRAME: 0050

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written

GRANTORS:

BUMBLE BEE FOODS, LLC,
a _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO US TRADEMARK AGREEMENT]

CONNORS BROS. CLOVER LEAF SEAFOODS COMPANY,
a _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO US TRADEMARK AGREEMENT]

BUMBLE BEE HOLDINGS, INC.,
a _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO US TRADEMARK AGREEMENT]

THE NOTES COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Maddy Hall
Title: Vice President

[SIGNATURE PAGE TO US TRADEMARK AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations:

Owner	Registration Number	Trademark
Bumble Bee Foods, LLC	3,778,857	BUMBLE BEE YUM
Bumble Bee Foods, LLC	3,778,856	LIFE IS FULL OF FLAVOR. EAT IT UP.
Bumble Bee Foods, LLC	3,815,738	BEEWELL FOR LIFE
Bumble Bee Foods, LLC	581,074	Bee Design
Bumble Bee Foods, LLC	2,896,903	BUMBLE BEE
Bumble Bee Foods, LLC	3,110,474	BUMBLE BEE
Bumble Bee Foods, LLC	1,010,513	BUMBLE BEE and Single Bee Design
Bumble Bee Foods, LLC	2,924,759	Bumble Bee in Port Hole Design
Bumble Bee Foods, LLC	3,167,917	BUMBLE BEE SENSATIONS
Bumble Bee Foods, LLC	1,576,676	Cat and Fiddle Design *
Bumble Bee Foods, LLC	557,331	CORAL (Stylized)
Bumble Bee Foods, LLC	2,810,381	DE JEAN'S *
Bumble Bee Foods, LLC	961,638	DOXSEE
Bumble Bee Foods, LLC	717,277	FIGARO
Bumble Bee Foods, LLC	2,847,741	FROM THE KITCHENS OF SWEET SUE
Bumble Bee Foods, LLC	1,162,943	GULF BELLE *
Bumble Bee Foods, LLC	1,000,317	HOPE FARM
Bumble Bee Foods, LLC	538,007	MARVELOUS (Stylized) *
Bumble Bee Foods, LLC	1,629,296	OCEAN'S HARVEST
Bumble Bee Foods, LLC	2,262,099	ORLEANS
Bumble Bee Foods, LLC	667,858	ORLEANS and Design *
Bumble Bee Foods, LLC	1,895,207	PICNIC
Bumble Bee Foods, LLC	2,338,271	PRAIRIE BELT
Bumble Bee Foods, LLC	2,357,185	PRAIRIE BELT and Boy Design
Bumble Bee Foods, LLC	2,835,584	PRIME FILLET
Bumble Bee Foods, LLC	3,203,187	PRIME FILLET
Bumble Bee Foods, LLC	3,505,145	PRIME FILLET
Bumble Bee Foods, LLC	1,528,450	SNOW'S

Owner	Registration Number	Trademark
Bumble Bee Foods, LLC	2,502,482	SNOW'S
Bumble Bee Foods, LLC	740,724	SNOW'S
Bumble Bee Foods, LLC	1,146,250	SNOW'S and Ship Design
Bumble Bee Foods, LLC	1,532,202	SNOW'S and Ship Design
Bumble Bee Foods, LLC	2,502,490	SNOW'S THE CHOWDER PEOPLE
Bumble Bee Foods, LLC	1,033,998	SWEET SUE
Bumble Bee Foods, LLC	3,194,038	SWEET SUE
Bumble Bee Foods, LLC	2,338,247	SWEET SUE and Girl Design
Bumble Bee Foods, LLC	2,856,581	TOUCH OF LEMON
Bumble Bee Foods, LLC	555,078	TUXEDO (Stylized)
Bumble Bee Foods, LLC	3,652,458	Bee in Chef's Hat Design
Bumble Bee Foods, LLC	3,648,361	BEEWELL MILES
Bumble Bee Foods, LLC	3,560,944	CORAL
Bumble Bee Foods, LLC	3,669,843	WILD SELECTIONS
Bumble Bee Foods, LLC	3,025,904	Castleberry's Meat Talk *
Bumble Bee Foods, LLC	3,026,013	Clamemo *
Bumble Bee Foods, LLC	686,427	Gulf Belle (and Design) *
Bumble Bee Foods, LLC	1,011,631	Make-it-Fresh *
Bumble Bee Foods, LLC	3,019,080	Ready Gravy *
Bumble Bee Foods, LLC	1,553,895	Royal Reef *
Connors Bros. Clover Leaf Seafoods Company	1,135,224	ACADIA
Connors Bros. Clover Leaf Seafoods Company	770,058	BEACH CLIFF
Connors Bros. Clover Leaf Seafoods Company	2,988,026	BIG TASTE IN A SMALL CAN *
Connors Bros. Clover Leaf Seafoods Company	1,423,060	BRUNSWICK
Connors Bros. Clover Leaf Seafoods Company	1,758,533	BRUNSWICK
Connors Bros. Clover Leaf Seafoods Company	2,520,386	CLOVER LEAF
Connors Bros. Clover Leaf Seafoods Company	1,745,942	Design (Boat Logo)
Connors Bros. Clover Leaf Seafoods Company	1,791,765	Design (BOAT/SEAL)

Owner	Registration Number	Trademark
Connors Bros. Clover Leaf Seafoods Company	2,315,015	GENERAL *
Connors Bros. Clover Leaf Seafoods Company	1,297,861	HOLMES
Connors Bros. Clover Leaf Seafoods Company	1,538,316	MOOSEABEC *
Stinson Seafood (2001), Inc. [1]	1,615,039	POSSUM BRAND *

U.S. Trademark Applications:

Owner	Application Number	Description
Bumble Bee Foods, LLC	85/122337	A KEY INGREDIENT IN A HEALTHIER LIFE
Bumble Bee Foods, LLC	85/089051	BEE SQUAD
Bumble Bee Foods, LLC	78/860421	SAVOY
Bumble Bee Foods, LLC	85/089057	BEE SQUAD and Design

Exclusive U.S. Trademark Licenses

1. License Agreement dated as of January 14, 2005 between Sara Lee Foods, Inc. and Sweet Sue Acquisition, LLC.

Owner	Description	Country	Registration Number
Sara Lee Foods, LLC	BRYAN	USA	2,216,333
Sara Lee Foods, LLC	BRYAN THE FLAVOR OF THE SOUTH & DESIGN	USA	2,453,802

2. Amended and Restated Distributorship Agreement dated May 4, 2010 between King Oscar AS, King Oscar, Inc. and Bumble Bee Foods LLC

Owner	Description	Country	Registration Number
King Oscar AS	KING OSCAR	USA	2,575,423

[1] On the Closing Date the owner is Stinson Seafood (2001), Inc. which will be merged with and into Bumble Bee Holdings, Inc. upon the consummation of the Clean-Up Mergers.

Owner	Description	Country	Registration Number
King Oscar AS	KING OSCAR	USA	1,829,512
King Oscar AS	SPIRIT OF NORWAY	USA	0,261,888
King Oscar AS	TINY TOTS	USA	1,953,215