TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLOVER LEAF SEAFOOD S.A R.L.		12/19/2013	LIMITED LIABILITY COMPANY: LUXEMBOURG
BUMBLE BEE FOODS S.A R.L.		12/19/2013	LIMITED LIABILITY COMPANY: LUXEMBOURG
BUMBLE BEE FOODS, LLC		12/19/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2561821	CLEARSMOKE
Registration Number:	4294478	FISHING AND LIVING
Registration Number:	4105536	NATURAL BLUE
Registration Number:	4105533	SEARENITY
Registration Number:	4038258	WHOLLY SMOKED
Registration Number:	2101529	ANOVA
Registration Number:	4080469	FISH IN FIVE
Registration Number:	3982055	FISH N 5

CH $215.00 2561821

CORRESPONDENCE DATA

Fax Number: 2136270705

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (213) 683-6303

Email: scottherod@paulhastings.com

Correspondent Name: Scott E. Herod

Address Line 1: Paul Hastings LLP

Address Line 2: 515 S. Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Scott E. Herod
Signature:	/Scott E. Herod/
Date:	12/23/2013

Total Attachments: 7

source=Amendment No. 1 to Trademark Security Agreement#page1.tif

source=Amendment No. 1 to Trademark Security Agreement#page2.tif

source=Amendment No. 1 to Trademark Security Agreement#page3.tif

source=Amendment No. 1 to Trademark Security Agreement#page4.tif

source=Amendment No. 1 to Trademark Security Agreement#page5.tif

source=Amendment No. 1 to Trademark Security Agreement#page6.tif

source=Amendment No. 1 to Trademark Security Agreement#page7.tif

AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of December 19, 2013 (this "Amendment"), is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of December 15, 2010 (the "Trademark Security Agreement"), among Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on December 23, 2010 at Reel 4437, Frame 0356; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by joining **CLOVER LEAF SEAFOOD S.À R.L.**, *a société à responsabilité limitée*, incorporated and existing under the laws of the Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 159.871, having its registered office at 73, Côte d'Eich, L-1450 Luxembourg, Grand-Duchy of Luxembourg ("New Grantor") and by amending Schedule I to the Trademark Security Agreement to add the Trademark appearing on Schedule A hereto to the Trademark Collateral, and Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. (a) New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include New Grantor.

(b) In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the Trademark Collateral.

Each Grantor and Agent hereby agrees that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule A attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Schedule A attached hereto; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

1. This Amendment 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 Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

This Amendment is a Loan Document.

[signature pages follow]

TRADEMARK
REEL: 005181 FRAME: 0283

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

NEW GRANTOR:

CLOVER LEAF SEAFOOD S.À R.L.,
a Luxembourg société à responsabilité limitée

By: _____
Name: Paul Cooper
Title: Manager A

By: _____
Name: _____
Title: _____

EXISTING GRANTORS:

BUMBLE BEE FOODS S.À R.L.,
a société à responsabilité limitée incorporated and existing under the laws of the Grand-Duchy of Luxembourg

By: _____
Name: Paul Cooper
Title: Manager A

By: _____
Name: _____
Title: _____

BUMBLE BEE FOODS, LLC,
a Delaware limited liability company

By: _____
Name: Kent McNeil
Title: Its Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

NEW GRANTOR:

CLOVER LEAF SEAFOOD S.À R.L.,
a Luxembourg société à responsabilité limitée

By: _____
Name: _____
Title: _____

By: _____
Name: Elizabeth Timmer
Title: Manager B

EXISTING GRANTORS:

BUMBLE BEE FOODS S.À R.L.,
a société à responsabilité limitée incorporated and existing under the laws of the Grand-Duchy of Luxembourg

By: _____
Name: _____
Title: _____

By: _____
Name: Elizabeth Timmer
Title: Manager B

BUMBLE BEE FOODS, LLC,
a Delaware limited liability company

By: _____
Name: Kent McNeil
Title: Its Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

BUMBLE BEE PARENT, INC.,
a Delaware corporation

By: _____
Name: Kent McNeil
Title: Its Authorized Signatory

BUMBLE BEE HOLDINGS, INC.,
a Georgia corporation

By: _____
Name: Kent McNeil
Title: Its Authorized Signatory

BUMBLE BEE CAPITAL CORP.,
a Delaware corporation

By: _____
Name: Kent McNeil
Title: Its Authorized Signatory

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

By: Bumble Bee International (PR), LLC,
its General Partner

By: _____
Name: Kent McNeil
Title: Its Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: _____
Name: Rina Shinoda
Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

Trademark Registration

Trademark	Owner	Jurisdiction	Registration Number	Registration Date
CLEARSMOKE	Clover Leaf Seafood S.à r.l.	U.S.	2561821	April 16, 2002
FISHING AND LIVING	Clover Leaf Seafood S.à r.l.	U.S.	4294478	December 11, 2012
NATURAL BLUE	Clover Leaf Seafood S.à r.l.	U.S.	4105536	December 13, 2011
SEARENITY	Clover Leaf Seafood S.à r.l.	U.S.	4105533	December 13, 2011
WHOLLY SMOKED	Clover Leaf Seafood S.à r.l.	U.S.	4038258	October 11, 2011
ANOVA AND DESIGN	Clover Leaf Seafood S.à r.l.	U.S.	2101529	September 30, 1997
FISH IN FIVE	Clover Leaf Seafood S.à r.l.	U.S.	4080469	January 3, 2012
FISH N 5	Clover Leaf Seafood S.à r.l.	U.S.	3982055	June 21, 2011