

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAZZETTA COMPANY, LLC		02/17/2017	Limited Liability Company: ILLINOIS
MAINE LOBSTER AND PROCESSING, LLC		02/17/2017	Limited Liability Company: DELAWARE
MAZCO HOLDINGS, INC.		02/17/2017	Corporation: ILLINOIS
BEACH POINT PROCESSING COMPANY		02/17/2017	Unlimited Liability Company: CANADA
BEACH POINT NS HOLDINGS COMPANY		02/17/2017	Unlimited Liability Company: CANADA
CAPTAIN DUTCH LOBSTER COMPANY, LLC		02/17/2017	Limited Liability Company: MAINE
100566 P.E.I. INC.		02/17/2017	Corporation: CANADA
ROCCO TRUCK LEASING, LLC		02/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS AGENT		
Street Address:	135 S LaSalle		
Internal Address:	IL4-135-09-27		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3380373	S·E·A M·A·Z·Z PRIME	
Registration Number:	3380371	SEAMAZZ PRIME	
Registration Number:	2193880	SEAMAZZ ENVIRONMENTALLY AWARE	
Registration Number:	3886660	GOT SHRIMP?	
Registration Number:	1891234	MAZZETTA COMPANY, LLC	
Registration Number:	1613090		
Registration Number:	1924758	SEAMAZZ	

OP \$215.00 3380373

Property Type	Number	Word Mark
Registration Number:	1998646	SEA MAZZ

CORRESPONDENCE DATA

Fax Number: 7037125050

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

Phone: 703-712-5352

Email: jmiller@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	02/21/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is entered into as of February 17, 2017, by and among **MAZZETTA COMPANY, LLC**, an Illinois limited liability Company ("Mazzetta"), each of Mazzetta's Subsidiaries identified on the signature pages hereto (such Subsidiaries, together with Mazzetta are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as agent ("Agent") for itself and the Lenders from time to time party to the Credit Agreement, as hereinafter defined ("Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Mazzetta and Maine Lobster and Processing, LLC (collectively, "Borrowers"), the other Grantors as "Guarantors", Agent, and Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Agent and Lenders have agreed to make Loans and extend other financial accommodations for the benefit of Borrowers; and

WHEREAS, Agent and Lenders are willing to make the Loans or extend financial accommodations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors execute and deliver to Agent, this 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, Grantors hereby agree as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. In addition, as used in this Agreement, the following terms shall have the following meanings:

"Trademark License" means any written agreement, in which any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether such Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which such Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by such Grantor and now or hereafter covered by such license agreements.

"Trademarks" means any of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) any United States; Canadian or other foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, the Canadian Intellectual Property Office or in any similar office or agency of Canada or any province thereof, or any other country (collectively, the "Marks"); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of

manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

2. **Grant of Security Interest in Trademark Collateral.** Each Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Loan and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Covenants.**

(a) Except as would not have an adverse effect on the value or enforceability of, or any rights of the Grantors or Agent in, any material Trademark Collateral, each Grantor shall (i) use commercially reasonable efforts to prosecute any Trademark pending as of the date hereof or thereafter, (ii) promptly make applications for, register or cause to be registered (to the extent not already registered and consistent with good faith business judgment) any Trademark or Trademark License, which is (a) set forth in Schedule I or (b) is individually or in the aggregate, material to the conduct of the Grantor's business, with the United States Patent and Trademark Office or Canadian Intellectual Property Office, as applicable, including, without limitation, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries of the United States Patent and Trademark Office and Canadian Intellectual Property Office, as applicable. Except as would not have an adverse effect on the value or enforceability of, or any rights of the Grantors or Agent in, any material Trademark Collateral, each Grantor also agrees to preserve and maintain all rights in the Trademark Collateral. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by the Grantors. Each Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have an adverse effect on the value or enforceability of, or any rights of the Grantors or Agent in, any material Trademark Collateral, no Grantor shall, without

Agent's prior written consent, abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in Schedule I or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in Schedule I. Each Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights granted to Agent under this Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever. If the Grantor fails to comply with any of the foregoing provisions of this Section 4, Agent shall have the right (but shall not be obligated) to do so on behalf of the Grantor to the extent permitted by law, but at such Grantor's expense, and each Grantor hereby agrees, jointly and severally, to reimburse Agent in full for all expenses, including the fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Collateral. In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Grantor, and all monies so paid out shall be Secured Obligations of such Grantor repayable on demand, together with interest at the rate applicable to the Loan Agreement.

(b) Each Grantor shall promptly advise Agent of any right, title or interest of such Grantor obtained after the date hereof in or to Trademarks or Trademark Licenses not specified on Schedule I hereto, the provisions of this Agreement shall automatically apply thereto, and each Grantor hereby authorizes and appoints Agent as such Grantor's attorney-in-fact solely to the extent necessary to modify or amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights and to make any additional filings. Each Grantor hereby authorizes Agent to modify this Agreement by amending Schedule I to include any future Trademarks or Trademark Licenses that are Trademark Collateral under Section 2 above. Agent will make good faith efforts to provide copies of such amended Schedule I to such Grantor, provided that, Agent's failure to provide such copies shall not constitute a breach of this Agreement nor render such amendments ineffective. In addition to any requirements in this Agreement and the Loan Agreement for notification, each Grantor shall also provide Agent upon request with reports that identify the status of the Trademark Collateral, any new Trademarks and/or Trademark Licenses, any newly filed applications, the status of any pending applications, the payment of any maintenance or renewal fees, the status of litigation or proceedings and licensing, any threats of litigation or proceedings, the identification of any known or suspected infringers and the discovery of any prior art or any other information that may affect the validity or enforceability of the Trademark Collateral.

(c) Grantors shall (i) protect, defend and maintain the validity and enforceability of all material current and future Trademarks, (ii) use its commercially reasonable efforts to detect material infringements of such Trademarks and promptly advise Agent in writing of material infringements detected and (iii) not allow any material Trademarks to be abandoned, forfeited or dedicated to the public. Grantors shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld, conditioned or delayed, nor shall the Grantors engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantors' sole expense, Agent shall have the right (but shall not be obligated) to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could materially adversely affect the rights in, validity or enforceability of any material Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably

expected to materially adversely affect value, validity or enforceability of, or any rights of the Grantors or Agent in, any material Trademark Collateral must be approved, in writing, by Agent.

5. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, without regarding to its conflicts of law principles.

6. **Miscellaneous.** The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto. Notice of acceptance of this agreement by Agent is hereby waived by Grantors.

[Signature page follows]

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

GRANTORS:

MAZZETTA COMPANY, LLC

By: Jorzac Corp., its Manager



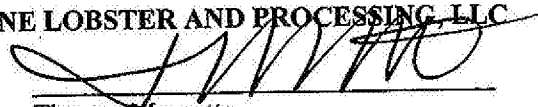
By: _____

Name: Thomas Mazzetta

Title: Manager

MAINE LOBSTER AND PROCESSING, LLC

By:



Name: Thomas Mazzetta

Title: Manager

MAZCO HOLDINGS, INC.

By:

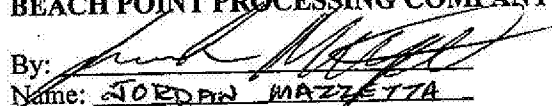


Name: Jordan Mazzetta

Title: President

BEACH POINT PROCESSING COMPANY

By:

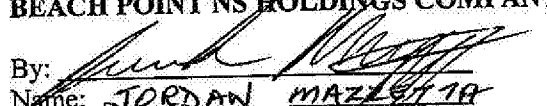


Name: JORDAN MAZZETTA

Title: PRESIDENT

BEACH POINT NS HOLDINGS COMPANY

By:



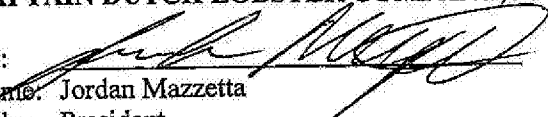
Name: JORDAN MAZZETTA

Title: PRESIDENT

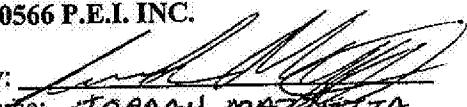
[Signatures continued on next page]

[Trademark Security Agreement]

CAPTAIN DUTCH LOBSTER COMPANY, LLC

By: 
Name: Jordan Mazzetta
Title: President

100566 P.E.I. INC.

By: 
Name: JORDAN MAZZETTA
Title: PRESIDENT

ROCCO TRUCK LEASING, LLC

By: 
Name: Thomas Mazzetta
Title: Manager

[Signatures continued on next page]

[Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: *Ch. Dorn*
Name: *Charles Dorn*
Title: *Not Provided*

[Trademark Security Agreement]

TRADEMARK
REEL: 005993 FRAME: 0179

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S Trademark Registrations:

Grantor	Mark	Registration Date	Registration No.
Mazzetta Company, LLC	Seamazz Prime and Design	2/12/2008	3380373
Mazzetta Company, LLC	Seamazz Prime	2/12/2008	3380371
Mazzetta Company, LLC	Seamazz Environmentally Aware and Turtle Design	10/6/1998	2193880
Mazzetta Company, LLC	Got Shrimp?	12/7/2010	3886660
Mazzetta Company, LLC	Mazzetta Company, LLC	4/25/1995	1891234
Mazzetta Company, LLC	M Design	9/11/90	1613090
Mazzetta Company, LLC	Seamazz	10/3/1995	1924758
Mazzetta Company, LLC	Seamazz and Design	9/3/1996	1998646
Mazzetta Company, LLC	Crab Pride	7/29/2003	2744506***

*** The Crab Pride trademark is not material to the Grantors' business and will be allowed to lapse.

U.S Trademark Applications: None

U.S. Trademark Licenses: None

Canadian Trademark Registrations:

Grantor	Mark	Registration Date	Registration No.
Mazzetta Company, LLC	Seamazz	3/18/1997	472844

Canadian Trademark Applications: None

Canadian Trademark Licenses: None

Other Trademark Registrations:

Grantor	Country	Mark	Registration Date	Registration No.
Mazzetta Company, LLC	European Union	Seamazz and Design	1/9/2009	6701767
Mazzetta Company, LLC	European Union	Mazzetta	1/9/2009	6701692
Mazzetta Company, LLC	Malaysia	Seamazz and Design	2/7/2006	06001620

Mazzetta Company, LLC	Malaysia	Seamazz	2/7/2006	06001621
Mazzetta Company, LLC	Australia	Mazzetta Company	7/15/1994	635200
Mazzetta Company, LLC	New Zealand	Mazzetta Company	7/19/1994	238995
Mazzetta Company, LLC	Vietnam	Seamazz	3/20/2002	40365
Mazzetta Company, LLC	Indonesia	Seamazz	1/2/2002	257132
Mazzetta Company, LLC	Australia	Seamazz and Design	7/15/1994	635201
Mazzetta Company, LLC	China	Seamazz	7/7/2002	1782164
Mazzetta Company, LLC	Brazil	Seamazz and Design	9/17/1996	818121599
Mazzetta Company, LLC	Mexico	Seamazz and Design	5/26/1995	493051
Mazzetta Company, LLC	New Zealand	Seamazz and Design	7/19/1994	238994
Mazzetta Company, LLC	Thailand	Seamazz	1/13/1995	KO536

Other Trademark Applications: None

Other Trademark Licenses: None.