

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shining Ocean, Inc.		11/01/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 New York Plaza, 17th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5071593	LOBSTER EXTREME	
Registration Number:	4091007	SEAFARER	
Registration Number:	2945385	SHRIMP COMBO	
Registration Number:	2907383	SHINING OCEAN	
Registration Number:	3830112	LOBSTERSMART	
Registration Number:	3306367	CRAB SMART	
Registration Number:	3305771	CRAB SMART NATURAL	
Registration Number:	2762966	SUSHI SUPREME	
Registration Number:	1481724	KANIMI	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Gloria Sheehan		

OP \$240.00 5071593

SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	11/03/2017
Total Attachments: 6 source=Shining Ocean - Trademark#page1.tif source=Shining Ocean - Trademark#page2.tif source=Shining Ocean - Trademark#page3.tif source=Shining Ocean - Trademark#page4.tif source=Shining Ocean - Trademark#page5.tif source=Shining Ocean - Trademark#page6.tif	

GRANT OF TRADEMARK SECURITY INTEREST

GRANT OF TRADEMARK SECURITY INTEREST ("*Grant*"), dated as of November 1, 2017, by SHINING OCEAN, INC. ("*Grantor*"), in favor of JPMorgan Chase Bank, N.A. ("*Lender*").

WITNESSETH:

WHEREAS, Grantor, certain of its Affiliates, Lender and JPMorgan Chase Bank, N.A., Toronto Branch are entering into a Fifth Amended and Restated Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Credit Agreement*");

WHEREAS, Grantor, certain of its Affiliates and Lender are entering into an a Ratification and Amendment to Amended and Restated Pledge and Security Agreement dated as of the date hereof, pursuant to which Grantor is agreeing to irrevocably, absolutely, and unconditionally become a party to the that certain Amended and Restated Pledge and Security Agreement, dated as of June 13, 2013 (as it may be amended or modified from time to time, the "*Security Agreement*"), in order to induce the Lenders to enter into and extend credit to Grantor and certain of its Affiliates under the Credit Agreement and to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to Lender this Grant for filing with the United States Patent and Trademark Office;

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or, if not defined therein, in the Security Agreement.

2. **Grant of Security Interest in Trademarks.** Grantor hereby grants to Lender a security interest in all of its right, title and interest in, to and under all of Grantor's presently existing or hereafter acquired Trademarks, including, without limitation, the Trademarks set forth on **Schedule A** hereto, and all proceeds and products thereof.

3. **Security Agreement.** The security interest granted pursuant to this Grant is granted in conjunction with, and not in limitation of, the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademarks and related Collateral 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.

[Signature page follows]

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

SHINING OCEAN, INC.

By: 

Name: John Sullivan

Title: Assistant Treasurer

Signature Page to Grant of Trademark Security Interest - Shining Ocean


TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY)

COUNTY OF BERGEN) ss.

On this 30th day of October, 2017, before me personally came John Sullivan, to me known, who, being by me duly sworn, did depose and say that he is the Assistant Treasurer of Shining Ocean, Inc., the corporation described in, and which executed the foregoing instrument, and that he is authorized to execute said instrument on behalf of said corporation.


Notary Public

BENNY AXELSSON
NOTARY PUBLIC OF NEW JERSEY
ID # 2434628
My Commission Expires 03/30/2018

Signature Page to Grant of Trademark Security Interest - Shining Ocean

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,

as Lender

By:  _____

Name: John J. Lee

Title: Authorized Officer

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TRADEMARK

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Schedule A

TRADEMARKS

Name of Grantor	Trademark	Registration Number	Registration Date
Shining Ocean, Inc.	LOBSTER EXTREME	5071593	11/01/2016
Shining Ocean, Inc.	SEAFARER	4091007	01/24/2012
Shining Ocean, Inc.	SHRIMP COMBO	2945385	02/01/2005
Shining Ocean, Inc.	SHINING OCEAN	2907383	11/30/2004
Shining Ocean, Inc.	LOBSTERSMART	3830112	08/10/2010
Shining Ocean, Inc.	CRAB SMART	3306367	10/09/2007
Shining Ocean, Inc.	CRAB SMART NATURAL	3305771	07/24/2007
Shining Ocean, Inc.	SUSHI SUPREME	2762966	09/09/2003
Shining Ocean, Inc.	KANIMI	1481724	03/22/1988

TRADEMARK APPLICATIONS

NONE

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