

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485444

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
King's Seafood Company, LLC		08/09/2018	Corporation: DELAWARE
King's Seafood Distribution, LLC		08/09/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A.
Street Address:	7150 Camelback Road
Internal Address:	Suite 150
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85251
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	3668428	KING'S SEAFOOD DISTRIBUTION CO.
Registration Number:	3656828	KING'S SEAFOOD DISTRIBUTION CO.
Registration Number:	1774556	OCEAN AVE SEAFOOD
Registration Number:	1773285	555 EAST
Registration Number:	1971987	KING CRAB LOUNGE
Registration Number:	1986290	KING'S FISH HOUSE
Registration Number:	2138464	KING'S FISH HOUSE
Registration Number:	2109105	555 EAST
Registration Number:	2158337	I CUGINI
Registration Number:	2110765	OCEAN AVE SEAFOOD
Registration Number:	2114105	WATER GRILL
Registration Number:	2167002	KING CRAB LOUNGE DIG IN GET DOWN
Registration Number:	2240290	WELCOME TO THE HOUSE THAT SEAFOOD BUILT
Registration Number:	2431937	KING'S CERTIFIED SEAFOOD
Registration Number:	2346120	KING'S SEAFOOD CO.
Registration Number:	2335541	KING SEAFOOD CO. SINCE 1945
Registration Number:	2484685	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2611344	KING'S
Registration Number:	2682890	KING CRAB LOUNGE
Registration Number:	2851688	LOU & MICKEY'S
Registration Number:	2848819	LOU & MICKEY'S AT THE GASLAMP
Registration Number:	3067728	THE BIG FISH CARD
Registration Number:	3176522	KING'S FISHHOUSE K F H EST. 1945
Registration Number:	3193429	KING'S FISH HOUSE GENUINE QUALITY CAUGHT
Registration Number:	3193632	"WELCOME TO THE HOUSE THAT SEAFOOD BUILT
Registration Number:	3233222	
Registration Number:	3237048	KING'S FISH HOUSE
Registration Number:	3244581	CAUGHT FRESH SERVED FRESH KING'S FISH HO
Registration Number:	3239397	PACIFIC NORTHWEST WILD SALMON KING'S FIS
Registration Number:	3348437	KING NO. 1 SUSHI KING'S FISH HOUSE
Registration Number:	3239398	ENJOY LOCALLY CAUGHT PACIFIC SWORDFISH K
Registration Number:	3239399	SPINY LOBSTER KING'S FISH HOUSE
Registration Number:	3239400	CHESAPEAKE BAY SOFT-SHELL CRAB KING'S FI
Registration Number:	3244582	KING NO. 1 SUSHI
Registration Number:	3239407	KING SUSHI
Registration Number:	3279832	DELIVERING GREAT SEAFOOD TO AMERICA
Registration Number:	3229936	
Registration Number:	4203640	PIER BURGER
Registration Number:	4203641	LAST BURGER ON LAND
Registration Number:	4236675	LOS ANGELES WATER GRILL W/G FIFTH GRAND
Registration Number:	4213594	W/G
Registration Number:	4213597	W/G
Registration Number:	3575839	K
Registration Number:	3678505	K KING SIGNATURE GROUP
Registration Number:	4020391	FISH CAMP PRODUCERS OF GREAT SEAFOOD
Registration Number:	4020392	FISH CAMP PRODUCERS OF GREAT SEAFOOD
Registration Number:	4020393	
Registration Number:	3678506	KING SIGNATURE GROUP
Registration Number:	4020394	FISH CAMP
Registration Number:	3965838	FISH FOR THOUGHT
Registration Number:	5396603	PIER BURGER LAST BURGER ON LAND SANTA MO
Serial Number:	86949390	THE KING'S BUTCHER
Registration Number:	5370765	EST. W/G 19 89
Registration Number:	5341570	W/G
Registration Number:	5068720	W G

Property Type	Number	Word Mark
Registration Number:	5184795	IS HEALTH YOUR WISH? EAT MORE FISH!
Registration Number:	5387809	MEAT ON OCEAN
Registration Number:	5436267	KING'S FISH HOUSE
Registration Number:	5407510	DELIVERING GREAT SEAFOOD TO AMERICA
Serial Number:	87640149	OCEAN AVE SEAFOOD

CORRESPONDENCE DATA

Fax Number: 4023461148

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: 402-346-6000

Email: bridget.stuhr@kutakrock.com

Correspondent Name: Bridget M Stuhr

Address Line 1: 1650 Farnam Street

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Bridget M Stuhr
SIGNATURE:	/Bridget M Stuhr/
DATE SIGNED:	08/09/2018

Total Attachments: 7

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SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made and entered into as of August 9, 2018, by KING’S SEAFOOD COMPANY, LLC, a Delaware limited liability company KING’S SEAFOOD DISTRIBUTION, LLC, a Delaware limited liability company (collectively “Debtor”) and CITIZENS BANK, N.A., in its capacity as administrative agent for the Lenders and the other Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date of this Agreement among Debtor, Administrative Agent, and the lenders a party thereto from time to time (the “Lenders”) (the “Credit Agreement”), Lenders have agreed to make certain loans to Debtor (collectively, the “Loans”). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Loan Documents, Debtor and Administrative Agent have agreed to enter into this Agreement to further evidence the grant of the security interests in such Debtor’s Intellectual Property to Administrative Agent for the benefit of Lenders and the other Secured Parties and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Administrative Agent hereby agrees as follows:

Section 1. *Security Interest.* Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Administrative Agent for the benefit of the Secured Parties, a security interest in and lien upon all of such Debtor’s Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached Exhibit A, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademarks.

Section 2. *Grant of License.* Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Administrative Agent for the benefit of Lenders and the other Secured Parties, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademarks listed on the attached Exhibit A, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Administrative Agent’s security interest in the Collateral.

Section 3. *Incorporation by Reference; Filing Purposes Only.* All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is

intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of Lenders and the other Secured Parties pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Administrative Agent, Lenders and the other Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DEBTORS:

KING'S SEAFOOD COMPANY, LLC, a Delaware limited liability company, and
KING'S SEAFOOD DISTRIBUTION, LLC, a Delaware limited liability company

By: _____

Printed Name: Roger H. Doan

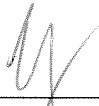
Its: Chief Financial Officer and Treasurer

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

AGENT:

CITIZENS BANK, N.A.

By: _____


Thomas Hung
Managing Director

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

Intellectual Property owned or licensed by Debtor:

I. Federal Registered Marks

Trademark	Trademark Owner Name	Federal Reg. No.	Serial No.
"King's Seafood Distribution Co." and Design	King's Seafood Distribution, LLC	3,668,428	77-517517
"King's Seafood Distribution Co."	King's Seafood Distribution, LLC	3,656,828	77-517520
"Ocean Ave Seafood" and Design	King's Seafood Company, LLC	1,774,556	74-317923
"555 East" and Design	King's Seafood Company, LLC	1,773,285	74-318775
"King Crab Lounge	King's Seafood Company, LLC	1,971,987	74-576455
"King's Fish House"	King's Seafood Company, LLC	1,986,290	74-596412
"King's Fish House" and Design	King's Seafood Company, LLC	2,138,464	75-187728
"555 East"	King's Seafood Company, LLC	2,109,105	75-195672
"I Cugini"	King's Seafood Company, LLC	2,158,337	75-195831
"Ocean Ave Seafood"	King's Seafood Company, LLC	2,110,765	75-195833
"Water Grill"	King's Seafood Company, LLC	2,114,105	75-197078
"King Crab Lounge Dig In Get Down" and Design	King's Seafood Company, LLC	2,167,002	75-199528
"Welcome to the House that Seafood Built"	King's Seafood Company, LLC	2,240,290	75-332052
"King's Certified Seafood"	King's Seafood Company, LLC	2,431,937	75-333542
"King's Seafood Co."	King's Seafood Company, LLC	2,346,120	75-551194
"King's Seafood Co. Since 1945" and Design	King's Seafood Company, LLC	2,335,541	75-668660
Crab wearing a crown design	King's Seafood Company, LLC	2,484,685	75-917353
"King's"	King's Seafood Company, LLC	2,611,344	75-917517
"King Crab Lounge"	King's Seafood Company, LLC	2,682,890	76-336159
"Lou & Mickey's"	King's Seafood Company, LLC	2,851,688	76-463341
"Lou & Mickey's at the Gaslamp"	King's Seafood Company, LLC	2,848,819	76-463342
"The Big Fish Card" and Design	King's Seafood Company, LLC	3,067,728	78-518420
"King's Fishhouse K F H Est. 1945" and Design	King's Seafood Company, LLC	3,176,522	78-716838
"King's Fish House Genuine Quality Caught Fresh Serve	King's Seafood Company, LLC	3,193,429	78-821606

Fresh Trade Mark” and Design			
“Welcome to the House that Seafood Built” and Design	King’s Seafood Company, LLC	3,193,632	78-825883
Stylized octopus wearing a stylized crown design	King’s Seafood Company, LLC	3,233,222	78-911775
“King’s Fish House” and Design	King’s Seafood Company, LLC	3,237,048	78-916075
“Caught Fresh Served Fresh King’s Fish House Serving America Since 1945” and Design	King’s Seafood Company, LLC	3,244,581	78-916080
“Pacific Northwest Wild Salmon King’s Fish House” and Design	King’s Seafood Company, LLC	3,239,397	78-916082
“King No. 1 Sushi King’s Fish House” and Design	King’s Seafood Company, LLC	3,348,437	78-916087
“Enjoy Locally Caught Pacific Swordfish King’s Fish House” and Design	King’s Seafood Company, LLC	3,239,398	78-916088
“Spiny Lobster King’s Fish House” and Design	King’s Seafood Company, LLC	3,239,399	78-916090
“Chesapeake Bay Soft-Shell Crab King’s Fish House” and Design	King’s Seafood Company, LLC	3,239,400	78-916094
“King No. 1 Sushi” and Design	King’s Seafood Company, LLC	3,244,582	78-916103
“King Sushi” (stylized)	King’s Seafood Company, LLC	3,239,407	78-916745
“Delivering Great Seafood to America”	King’s Seafood Company, LLC	3,279,832	78-917299
Miscellaneous crown design	King’s Seafood Company, LLC	3,229,936	78-921955
“Pier Burger”	King’s Seafood Company, LLC	4,203,640	85-438555
“Last Burger on Land”	King’s Seafood Company, LLC	4,203,641	85-438564
“Los Angeles Water Grill W/G Fifth Grand Downtown Established Nineteen Eighty Nine Trade W/G Mark” and Design	King’s Seafood Company, LLC	4,236,675	85-543289
“W/G” and Design (picture of a seahorse)	King’s Seafood Company, LLC	4,213,594	85-543309
“W/G”	King’s Seafood Company, LLC	4,213,597	85-543335
“K” and Design	King’s Seafood Company, LLC	3,575,839	77-517480
“K King Signature Group” and Design	King’s Seafood Company, LLC	3,678,505	77-517502
“King Signature Group”	King’s Seafood Company, LLC	3,678,506	77-517508
“Fish Camp Producers of Great Seafood” and Design	King’s Seafood Company, LLC	4,020,391	85-061087
“Fish Camp Producers of Great Seafood” and Design	King’s Seafood Company, LLC	4,020,392	85-061096
Miscellaneous anchor with fish design	King’s Seafood Company, LLC	4,020,393	85-061105

"Fish Camp"	King's Seafood Company, LLC	4,020,394	85-061108
"Fish for Thought"	King's Seafood Company, LLC	3,965,838	85-136372
"Pier Burger Last Burger on Land Santa Monica Pier Route 66"	King's Seafood Company, LLC	5,396,603	85-438591
"The King's Butcher"	King's Seafood Company, LLC	N/A	86-949390
"EST. W/G 19 89" and Design	King's Seafood Company, LLC	5,370,765	86-971503
"W/G" and Design (picture of hook)	King's Seafood Company, LLC	5,341,570	86-971593
"W G" and Design (picture of anchor and two flags)	King's Seafood Company, LLC	5,068,720	86-974574
"Is Health Your Wish? Eat More Fish!"	King's Seafood Company, LLC	5,184,795	87-031562
"Meat on Ocean"	King's Seafood Company, LLC	5,387,809	87-218441
"King's Fish House" and Design	King's Seafood Company, LLC	5,436,267	87-349312
"Delivering Great Seafood to America" and Design	King's Seafood Company, LLC	5,407,510	87-552093
"Ocean Ave Seafood"	King's Seafood Company, LLC	N/A	87-640149

II. California State Registered Marks

Trademark	Trademark Owner	State Reg. No.
"King Crab Lounge"	King's Seafood Company, LLC	47,015
"Kings Fish House" and Design	King's Seafood Company, LLC	47,046
"Welcome to the House that Seafood Built"	King's Seafood Company, LLC	48,242
"King's Seafood Co. Since 1945" and Design	King's Seafood Company, LLC	51,161
"King's Seafood Co."	King's Seafood Company, LLC	51,165
"King's"	King's Seafood Company, LLC	54,266