

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516949

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Odyssey Foods, LLC		04/01/2019	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	4100 Newport Place Drive, Suite 110		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5024942	TREASURES BY ODYSSEY	
<b>Registration Number:</b>	4678124	TREASURES FROM THE SEA BY ODYSSEY	
<b>Registration Number:</b>	3393384	TREASURE-A-PEEL	
<b>Registration Number:</b>	3132568	ODYSSEY	
<b>Registration Number:</b>	3129425	ODYSSEY	
<b>Registration Number:</b>	2304343	TREASURES FROM THE SEA	
<b>Registration Number:</b>	4717765	COMMON SENSE SEAFOOD	
<b>Registration Number:</b>	2918902	PASSPORT FOODS	
<b>Registration Number:</b>	2141043	ORCA BAY	
<b>Registration Number:</b>	2142800	ORCA BAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043738822		
<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>			
<b>Phone:</b>	(704) 373-4640		
<b>Email:</b>	bsmith@mcguirewoods.com		
<b>Correspondent Name:</b>	Betty G. Smith, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP, 201 N. Tryon St.		
<b>Address Line 2:</b>	Suite 3000		

OP \$265.00 5024942

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 2062075-0052

**NAME OF SUBMITTER:** Betty G. Smith

**SIGNATURE:** /Betty G. Smith/

**DATE SIGNED:** 04/02/2019

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) dated as of April 1, 2019, is made by ODYSSEY FOODS, LLC, a Washington limited liability company (“**Grantor**”), in favor of and U.S. BANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, “**Administrative Agent**”) for itself and all of the other financial institutions (“**Secured Parties**”) party to the Loan Agreement identified below.

### RECITALS:

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”) by and among Grantor, Administrative Agent, and the financial institutions party thereto from time to time as lenders (the “**Lenders**”), the Lenders have agreed to make certain Loans to Grantor. Capitalized terms used herein and not defined herein shall have the meanings specified for such terms in the Loan Agreement.

**NOW, THEREFORE**, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the Obligations, Grantor hereby grants to and in favor of Administrative Agent (for the benefit of itself and other Secured Parties) a lien on, security interest in, and right of set-off against any and all of Grantor’s right, title and interest in and to any and all Intellectual Property Collateral now owned and existing and hereafter arising, created or acquired, including, without limitation, the issued and applied for Patents, Trademarks, and Copyrights identified on Exhibit A attached hereto and made a part hereof (and all proceeds thereof).

2. Effect on Loan Agreement. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, any Secured Party) under and pursuant to the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of California. If any provision of this Agreement is deemed to conflict with the Loan Agreement, the terms of the Loan Agreement shall govern and control.

3. Further Assurances. Grantor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Grantor acknowledges that a copy of this Agreement will be filed by the Administrative Agent with the United States Patent and

Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantor.

4. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by Grantor and Administrative Agent.

5. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its respective successors and permitted assigns, and shall inure to the benefit of Administrative Agent, its successors, nominees and assigns; provided, however, Grantor shall not assign this Agreement or any of such Grantor's obligations hereunder without the prior written consent of Administrative Agent.


6. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of California, without regard to choice of law or conflict of law principles.

7. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Page Follows]

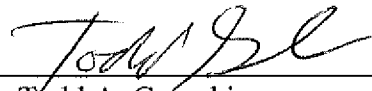
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the date first written above.

ODYSSEY FOODS, LLC

By:   
Name: Philip Cream  
Title: President

**Agreed and Accepted:**

**U.S. BANK NATIONAL ASSOCIATION,**  
as Administrative Agent

By   
Name: Todd A. Gronski  
Title: Senior Vice President




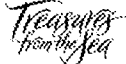
Odyssey Foods, LLC  
Intellectual Property Security Agreement  
Signature Page

114305097

**TRADEMARK**  
**REEL: 006606 FRAME: 0315**

EXHIBIT A

Trademarks

OWNER	SERIAL #	FILING DATE	REGISTRATION #	REGISTRATION DATE	MARK
ODYSSEY FOODS, LLC	86525857	Feb. 05, 2015	5024942	Aug. 23, 2016	
ODYSSEY FOODS, LLC	86291128	May 23, 2014	4678124	Jan. 27, 2015	
ODYSSEY FOODS, LLC	78928239	July 12, 2006	3393384	March 4, 2008	TREASURE-A-PEEL
ODYSSEY FOODS, LLC	78695686	Aug. 18, 2005	3132568	Aug. 22, 2006	ODYSSEY
ODYSSEY FOODS, LLC	78695659	Aug. 18, 2005	3129425	Aug. 15, 2006	
ODYSSEY FOODS, LLC	75646875	Feb. 16, 1999	2304343	Dec. 28, 1999	
Orca Bay Seafoods, Inc.  (to be assigned to Odyssey Foods, LLC)	86173517	Jan. 23, 2014	4717765	Apr. 07, 2015	COMMON SENSE SEAFOOD
Orca Bay Seafoods, Inc. (to be assigned to Odyssey Foods, LLC)	78275366	Jul. 17, 2003	2918902	Jan. 18, 2005	PASSPORT FOODS
Orca Bay Seafoods,	75277489	Apr. 18,	2141043	Mar. 03, 1998	ORCA BAY

<b>OWNER</b>	<b>SERIAL #</b>	<b>FILING DATE</b>	<b>REGISTRATION #</b>	<b>REGISTRATION DATE</b>	<b>MARK</b>
<b>Inc.</b>  <b>(to be assigned to Odyssey Foods, LLC)</b>		1997			
<b>ORCA BAY SEAFOODS INC</b>  <b>(to be assigned to Odyssey Foods, LLC)</b>	75278819	Apr. 21, 1997	2142800	Mar. 10, 1998	<b>ORCA BAY</b> 