

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM549405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANOVA FOOD, LLC		11/14/2019	Limited Liability Company: VIRGINIA
BUMBLE BEE FOODS, LLC		11/14/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brookfield Principal Credit LLC		
Street Address:	250 Vesey Street		
Internal Address:	15TH fLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10153		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5815507	MAKI MAKERS	
Registration Number:	5397506	MYFISH BY ANOVA	
Registration Number:	5521497	THE ORIGINAL SUPERFOOD	
Registration Number:	5567284	WILD SELECTIONS	
Registration Number:	5537396	THE BUMBLE BEE EFFECT	
Registration Number:	5547511	SANDWICH IN SECONDS	
Registration Number:	5547509	SANDWICH IN SECONDS	
Registration Number:	0717277	FIGARO	
Registration Number:	5152050	ONLY BUMBLE BEE ALBACORE WILL DO	
Registration Number:	5277972		
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		
Email:	juan.arias@weil.com		

CH \$265.00 5815507

Correspondent Name: Sabrina Lyon
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Sabrina Lyon - 29711.0254

NAME OF SUBMITTER: Sabrina Lyon

SIGNATURE: /Sabrina Lyon/

DATE SIGNED: 11/14/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 14th day of November, 2019, by and among Grantors listed on the signature pages hereof (collectively “Grantors” and each individually “Grantor”), and BROOKFIELD PRINCIPAL CREDIT LLC, as administrative agent and collateral agent for the Secured Creditors (in such capacity, together with its successors and assigns in such capacities, “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, Bumble Bee Foods S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée) (“Holdings”), Bumble Bee Holdings, Inc., a Georgia corporation (the “U.S. Borrower”), Connors Bros. Clover Leaf Seafoods Company, a Nova Scotia unlimited company (the “Canadian Borrower” and together with the U.S. Borrower, the “Borrowers”), the various lenders from time to time party thereto, and the Administrative Agent have entered into a Term Loan Agreement, dated as of August 15, 2017 (as amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), providing for the making of Term Loans to the Borrowers, as contemplated therein (the Lenders, the Administrative Agent, and each counterparty (other than Holdings or its Affiliates) to any Other Secured Agreement (together with the successors and assigns of each of the foregoing, are herein called the “Secured Creditors”);

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Creditors, that certain U.S. Security Agreement, dated as of August 18, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Creditors, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Security Agreement or, if not defined therein, in the Credit Agreement (including Schedule 1.01 thereto).

2. CERTAIN LIMITED USE EXCLUSIONS. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 3 below attach to any “intent-to-use” trademark application to the extent and for so long as the creation of a security interest therein would invalidate the applicable Grantor’s right, title or interest therein.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of each Secured Creditor, to secure the Secured Obligations, a continuing security interest (subject to Permitted Liens) (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the Trademarks and the exclusive Intellectual Property Licenses in respect of Trademarks to which it is a licensee, including those referred to on Schedule I, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”).

4. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent or any Secured Creditor, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. Subject to the terms of the Security Agreement, Grantors hereby authorize Administrative Agent to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission also shall, if requested by another party hereto, deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CONSTRUCTION. This Trademark Security Agreement is a Credit Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, the rules of construction set forth in Section 1.03 of the Credit Agreement shall apply to this Trademark Security Agreement. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations,

amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

9. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

(a) **THE VALIDITY OF THIS TRADEMARK SECURITY INTEREST, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

(b) **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY INTEREST SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ADMINISTRATIVE AGENT'S OPTION, ON BEHALF OF THE SECURED PARTIES, IN THE COURTS OF ANY JURISDICTION WHERE ADMINISTRATIVE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND ADMINISTRATIVE AGENT, ON BEHALF OF THE SECURED PARTIES, WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9(b).**

(c) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND ADMINISTRATIVE AGENT, ON BEHALF OF THE SECURED PARTIES, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY INTEREST OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH GRANTOR AND ADMINISTRATIVE AGENT, ON BEHALF OF THE SECURED PARTIES, REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY INTEREST MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

(d) **EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY INTEREST, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH GRANTOR AND ADMINISTRATIVE AGENT, ON BEHALF OF THE SECURED PARTIES, AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY INTEREST SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY INTEREST**

AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

10. INTERCREDITOR AGREEMENT.

(a) Anything herein to the contrary notwithstanding, the liens and security interests granted to Brookfield Principal Credit LLC as Administrative Agent under the Security Agreement and this Trademark Security Agreement and the exercise of any right or remedy by Brookfield Principal Credit LLC as Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control and no right, power, or remedy granted to the Administrative Agent hereunder or under any other Credit Document shall be exercised by the Administrative Agent, and no direction shall be given by the Administrative Agent, in each case in contravention of the Intercreditor Agreement.

(b) Without limiting the generality of the foregoing clause (a), and notwithstanding anything herein to the contrary, all rights and remedies of the Administrative Agent (and the Secured Creditors) shall be subject to the terms of the Intercreditor Agreement.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written

GRANTORS:

ANOVA FOOD, LLC,
a Virginia limited liability company

By: 
Name: Kent McNeil
Title: Treasurer

BUMBLE BEE FOODS, LLC,
a Delaware limited liability company

By: 
Name: Kent McNeil
Title: EVP & CFO

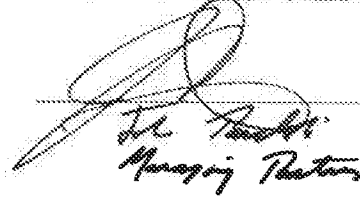
ADMINISTRATIVE AGENT:

BROOKFIELD PRINCIPAL CREDIT LLC

By:

Name:

Title:


J.L. Fink
Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006796 FRAME: 0219

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Grantor	Mark	Registration No.	Registration Date
Anova Food, LLC	MAKI MAKERS	5815507	7/23/2019
Anova Food, LLC		5397506	2/6/2018
Bumble Bee Foods, LLC	THE ORIGINAL SUPERFOOD	5521497	7/17/2018
Bumble Bee Foods, LLC		5567284	9/18/2018
Bumble Bee Foods, LLC	THE BUMBLE BEE EFFECT	5537396	8/7/2018
Bumble Bee Foods, LLC		5547511	8/21/2018
Bumble Bee Foods, LLC	SANDWICH IN SECONDS	5547509	8/21/2018
Bumble Bee Foods, LLC	FIGARO	0717277	6/20/1961
Bumble Bee Foods, LLC	ONLY BUMBLE BEE ALBACORE WILL DO	5152050	2/28/2018
Bumble Bee Foods, LLC	BRISLING SARDINE LABEL DESIGN	5277972	8/29/2017