# 31865.00 21015

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM569200

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FCF AMERICAS		03/06/2020	Exempted Company: CAYMAN ISLANDS
BUMBLE BEE FOODS, LLC		03/06/2020	Limited Liability Company: DELAWARE
BUMBLE BEE HOLDING COMPANY 1		03/06/2020	Corporation: DELAWARE
BUMBLE BEE HOLDING COMPANY 2		03/06/2020	Corporation: DELAWARE
ANOVA HOLDING COMPANY		03/06/2020	Exempted Company: CAYMAN ISLANDS
ANOVA TECHNICAL SERVICES, LLC		03/06/2020	Limited Liability Company: MARSHALL ISLANDS
CORAL TRIANGLE PROCESSORS, LLC		03/06/2020	Limited Liability Company: MARSHALL ISLANDS
CLOVER LEAF SEAFOODS HOLDINGS CORP.		03/06/2020	Corporation: BRITISH COLUMBIA
CLOVER LEAF SEAFOODS CORP.		03/06/2020	Corporation: BRITISH COLUMBIA
CONNORS BROS. MARINE CORP.		03/06/2020	Corporation: BRITISH COLUMBIA

#### **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:	10281
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 74**

Property Type	Number	Word Mark
Registration Number:	2101529	ANOVA
Registration Number:	2561821	CLEARSMOKE
Registration Number:	4105533	SEARENITY
	•	TRADEMARK

Property Type	Number	Word Mark	
Registration Number:	4105536	NATURAL BLUE	
Registration Number:	4294478	FISHING AND LIVING	
Registration Number:	5073281	ANOVA	
Registration Number:	5073282	ANOVA	
Registration Number:	5218510	YOI UMI	
Registration Number:	5218513	MYFISH	
Registration Number:	5397506	MYFISH BY ANOVA	
Registration Number:	5815507	MAKI MAKERS	
Registration Number:	0581074		
Registration Number:	0717277	FIGARO	
Registration Number:	0740724	SNOW'S	
Registration Number:	1010513	BUMBLE BEE	
Registration Number:	1033998	SWEET SUE	
Registration Number:	1146250	SNOW'S	
Registration Number:	1528450	SNOW'S	
Registration Number:	1532202	SNOW'S	
Registration Number:	1629296	OCEAN'S HARVEST	
Registration Number:	1895207	PICNIC	
Registration Number:	2262099	ORLEANS	
Registration Number:	2338247	SWEET SUE	
Registration Number:	2338271	PRAIRIE BELT	
Registration Number:	2357185	PRAIRIE BELT	
Registration Number:	2502482	SNOW'S	
Registration Number:	2502490	SNOW'S: THE CHOWDER PEOPLE	
Registration Number:	2847741	FROM THE KITCHENS OF SWEET SUE	
Registration Number:	2896903	BUMBLE BEE	
Registration Number:	2924759		
Registration Number:	3167917	BUMBLE BEE SENSATIONS	
Registration Number:	3194038	SWEET SUE	
Registration Number:	3203187	PRIME FILLET	
Registration Number:	3505145	PRIME FILLET	
Registration Number:	3560944	CORAL	
Registration Number:	3652458		
Registration Number:	3669843	WILD SELECTIONS	
Registration Number:	3778856	LIFE IS FULL OF FLAVOR. EAT IT UP.	
Registration Number:	3778857	BUMBLE BEE YUM	
Registration Number:	3983370	SAVOY	
Registration Number:	4020714	BUMBLE BEE - THE CHOWDER PEOPLE	

Property Type	Number	Word Mark	
Registration Number:	4023967	CATCH A HEALTHY LIFESTYLE	
Registration Number:	4086391	PRIME FILLET	
Registration Number:	4118369		
Registration Number:	4466479	BUMBLE BEE BRAND	
Registration Number:	4467982		
Registration Number:	4685939	SPECIES SELECT	
Registration Number:	4693506		
Registration Number:	4758654	BEE-EASY	
Registration Number:	4856923	TUNA MIND TUNA BODY TUNA SOUL T	
Registration Number:	4892597		
Registration Number:	4952755	A KEY INGREDIENT IN A HEALTHIER LIFE	
Registration Number:	4965695	BEE BUCKS	
Registration Number:	4969819	TUNA STRONG	
Registration Number:	5152050	ONLY BUMBLE BEE ALBACORE WILL DO	
Registration Number:	5161422	KUMABACHI	
Registration Number:	5219971	JOVO	
Registration Number:	5238361	EATS LIKE A SNACK. TASTES LIKE A MEAL.	
Registration Number:	5243044	JOVO FOOD BAR	
Registration Number:	5277972		
Registration Number:	5521497	THE ORIGINAL SUPERFOOD	
Registration Number:	5537396	THE BUMBLE BEE EFFECT	
Registration Number:	5547511	SANDWICH IN SECONDS	
Registration Number:	5547509	SANDWICH IN SECONDS	
Registration Number:	5567284	WILD SELECTIONS	
Registration Number:	0770058	BEACH CLIFF	
Registration Number:	1135224	ACADIA	
Registration Number:	1423060	BRUNSWICK	
Registration Number:	1745942		
Registration Number:	1758533	BRUNSWICK	
Registration Number:	1791765		
Registration Number:	2520386	CLOVER LEAF	
Registration Number:	5992586	ANOVA	
Serial Number:	88386800	SEAFOOD PERFECTED	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2123108007

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:** 212.310.8000

**Email:** juan.arias@weil.com

Correspondent Name: Kyle T. Brumm

Address Line 1: Weil, Gotshal & Manges LLP

**Address Line 2:** 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	K.Brumm - 29711.0320
NAME OF SUBMITTER:	Kyle T. Brumm
SIGNATURE:	/Kyle T. Brumm/
DATE SIGNED:	03/26/2020

#### **Total Attachments: 18**

source=Bumble Bee - Exit US Trademark Security Agreement Executed#page1.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page2.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page3.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page4.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page5.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page6.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page7.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page8.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page9.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page10.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page11.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page12.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page13.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page14.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page15.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page16.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page17.tif source=Bumble Bee - Exit US Trademark Security Agreement Executed#page18.tif

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 6<sup>th</sup> day of March, 2020, by and among Grantors listed on the signature pages hereof (collectively "<u>Grantors</u>" and each individually "<u>Grantor</u>"), 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, "<u>Administrative Agent</u>").

#### WITNESSETH:

WHEREAS, FCF Americas (f/k/a Melissi 5 Inc.), a company incorporated under the laws of the Cayman Islands ("Holdings"), Bumble Bee Foods, LLC (f/k/a Tonos US LLC), a Delaware limited liability company (the "U.S. Borrower"), Clover Leaf Seafoods Corp. (f/k/a Tonos 1 Operating Corp.), a British Columbia corporation (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 January 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the making of Term Loans to the Borrowers, as contemplated therein (the Lenders and the Administrative Agent, 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 January 31, 2020 (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. <u>DEFINED TERMS</u>. 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. <u>CERTAIN LIMITED USE EXCLUSIONS</u>. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under <u>Section 3</u> 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. <u>SECURITY FOR SECURED OBLIGATIONS</u>. 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. <u>SECURITY AGREEMENT</u>. 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. <u>AUTHORIZATION TO SUPPLEMENT</u>. Subject to the terms of the Security Agreement, each Grantor hereby authorizes the Administrative Agent to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 7. <u>COUNTERPARTS</u>. 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. <u>CONSTRUCTION</u>. 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 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 AGREEMENT, 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 AGREEMENT 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 CREDITORS, 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 CREDITORS, 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 CREDITORS, 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 AGREEMENT 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 CREDITORS, 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 AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.
- (d) **EACH** GRANTOR **IRREVOCABLY** HEREBY 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 AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH GRANTOR AND ADMINISTRATIVE AGENT, ON BEHALF OF THE SECURED CREDITORS, 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 AGREEMENT SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT

# AGAINST ANY CREDIT 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:**

FCF AMERICAS, an exempted company incorporated under the laws of the Cayman Islands

By:

Jerry Born Name: Jerry Chan Title: Vice Prendent BUMBLE BEE FOODS, LLC, a Delaware limited liability company

By:

Jerry Chon

Name: Jerry Chen

Title: Oincter

BUMBLE BEE HOLDING COMPANY 1, a

Delaware corporation

By:

Rame: Jeny Che u
Title: Director

BUMBLE BEE HOLDING COMPANY 2, a

Delaware corporation

By:

Jerry Wenn Name: Jerry Chou Title: Onector

ANOVA HOLDING COMPANY, an exempted company incorporated under the laws of the Cayman Islands

By:

Jerry Chris
Name: Jerry Chris
Title: Director

ANOVA TECHNICAL SERVICES, LLC, a Marshall

Islands limited liability company

By:

Name: Kent McNeil Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

CORAL TRIANGLE PROCESSORS, LLC, a

Marshall Islands limited liability company

By:

Name: Kent McNeil Title: Treasurer

# CLOVER LEAF SEAFOODS HOLDINGS

CORP., a British Columbia corporation

By:

Name: Jerry Chau
Title: Director

CLOVER LEAF SEAFOODS CORP., a British Columbia corporation

By:

Name: Jeny Chou
Title: Oxitar

CONNORS BROS. MARINE CORP., a British

Columbia corporation

By:

Name: Jerry Chou
Title: Ogentor

#### **ADMINISTRATIVE AGENT:**

BROOKFIELD PRINCIPAL CREDIT LLC

By:

litle:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

# SCHEDULE I to TRADEMARK SECURITY AGREEMENT

## $\it U.S.\ Trademark\ Registrations\ and\ Applications$

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Bumble Bee Foods, LLC	U.S.	ANOVA and Design	2101529	09/30/1997
Bumble Bee Foods, LLC	U.S.	CLEARSMOKE	2561821	04/16/2002
Bumble Bee Foods, LLC	U.S.	SEARENITY	4105533	02/28/2012
Bumble Bee Foods, LLC	U.S.	NATURAL BLUE	4105536	02/28/2012
Bumble Bee Foods, LLC	U.S.	FISHING AND LIVING	4294478	02/26/2013
Bumble Bee Foods, LLC	U.S.	Anova plus design	5073281	11/01/2016
Bumble Bee Foods, LLC	U.S.	Anova	5073282	11/01/2016
Bumble Bee Foods, LLC	U.S.	YOI UMI	5218510	06/06/2017
Bumble Bee Foods, LLC	U.S.	MYFISH	5218513	06/06/2017
Bumble Bee Foods, LLC	U.S.	MYFISH BY ANOVA - Stylized and design.	5397506	02/06/2018
Bumble Bee Foods, LLC	U.S.	MAKI MAKERS	5815507	07/23/2019
Bumble Bee Foods, LLC	U.S.	Bee design only	0581074	10/13/1953
Bumble Bee Foods, LLC	U.S.	FIGARO	0717277	06/20/1961
Bumble Bee Foods, LLC	U.S.	SNOW'S	0740724	11/13/1962
Bumble Bee Foods, LLC	U.S.	BUMBLE BEE and Single Bee Design	1010513	05/13/1975
Bumble Bee Foods, LLC	U.S.	SWEET SUE	1033998	02/17/1976
Bumble Bee Foods, LLC	U.S.	SNOW'S and Ship Design	1146250	01/20/1981
Bumble Bee Foods, LLC	U.S.	SNOW'S	1528450	03/07/1989
Bumble Bee Foods, LLC	U.S.	SNOW'S and Ship Design	1532202	03/28/1989
Bumble Bee Foods, LLC	U.S.	OCEAN'S HARVEST	1629296	12/25/1990
Bumble Bee Foods, LLC	U.S.	PICNIC	1895207	05/23/1995
Bumble Bee Foods, LLC	U.S.	ORLEANS	2262099	07/20/1999
Bumble Bee Foods, LLC	U.S.	SWEET SUE and Girl Design	2338247	04/04/2000
Bumble Bee Foods, LLC	U.S.	PRAIRIE BELT	2338271	04/04/2000
Bumble Bee Foods, LLC	U.S.	PRAIRIE BELT and Boy Design	2357185	06/13/2000
Bumble Bee Foods, LLC	U.S.	SNOW'S	2502482	10/30/2001
Bumble Bee Foods, LLC	U.S.	SNOW'S THE CHOWDER PEOPLE	2502490	10/30/2001
Bumble Bee Foods, LLC	U.S.	FROM THE KITCHENS OF SWEET SUE and Design	2847741	06/01/2004
Bumble Bee Foods, LLC	U.S.	BUMBLE BEE	2896903	10/26/2004
Bumble Bee Foods, LLC	U.S.	Bumble Bee in Port Hole Design	2924759	02/08/2005
Bumble Bee Foods, LLC	U.S.	BUMBLE BEE SENSATIONS	3167917	11/07/2006
Bumble Bee Foods, LLC	U.S.	SWEET SUE	3194038	01/02/2007
Bumble Bee Foods, LLC	U.S.	PRIME FILLET	3203187	01/23/2007
Bumble Bee Foods, LLC	U.S.	PRIME FILLET	3505145	09/23/2008
Bumble Bee Foods, LLC	U.S.	CORAL	3560944	01/13/2009
Bumble Bee Foods, LLC	U.S.	Bee in Chef's Hat Design (Bee in chef's hat and striped shirt)	3652458	07/07/2009
Bumble Bee Foods, LLC	U.S.	WILD SELECTIONS	3669843	08/18/2009
Bumble Bee Foods, LLC	U.S.	LIFE IS FULL OF FLAVOR. EAT IT UP.	3778856	04/20/2010

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Bumble Bee Foods, LLC	U.S.	DIIMDI E DEE VIIM	3778857	04/20/2010
Bumble Bee Foods, LLC	U.S.	BUMBLE BEE YUM SAVOY	3983370	06/28/2011
Bumble Bee Foods, LLC	U.S.	BUMBLE BEE - THE CHOWDER PEOPLE	4020714	08/30/2011
Bumble Bee Foods, LLC	U.S.	CATCH A HEALTHY LIFESTYLE	4023967	09/06/2011
Bumble Bee Foods, LLC	U.S.	PRIME FILLET	4086391	01/17/2012
Bumble Bee Foods, LLC	U.S.	Canned Clams Label Trade Dress	4118369	03/27/2012
Bumble Bee Foods, LLC	U.S.	BUMBLE BEE BRAND and Design	4466479	01/14/2014
Bumble Bee Foods, LLC	U.S.	Red Tag Design	4467982	01/14/2014
Bumble Bee Foods, LLC	U.S.	SPECIES SELECT	4685939	02/10/2015
Bumble Bee Foods, LLC	U.S.	BUMBLE BEE CHARACTER Design only	4,693,506	02/24/2015
Bumble Bee Foods, LLC	U.S.	BEE-EASY	4758654	06/23/2015
Bumble Bee Foods, LLC	U.S.	TUNA MINDTUNA BODYTUNA SOULTUNA STRONG	4856923	11/17/2015
Bumble Bee Foods, LLC	U.S.	BEE Design	4892597	01/26/2016
Bumble Bee Foods, LLC	U.S.	A KEY INGREDIENT IN A HEALTHIER LIFE	4952755	05/03/2016
Bumble Bee Foods, LLC	U.S.	BEE BUCKS	4965695	05/24/2016
Bumble Bee Foods, LLC	U.S.	TUNA STRONG	4969819	05/31/2016
Bumble Bee Foods, LLC	U.S.	ONLY BUMBLE BEE ALBACORE WILL DO	5,152,050	02/28/2017
Bumble Bee Foods, LLC	U.S.	KUMABACHI	5,161,422	03/14/2017
Bumble Bee Foods, LLC	U.S.	JOVO standard character mark	5219971	06/06/2017
Bumble Bee Foods, LLC	U.S.	EATS LIKE A SNACK. TASTES LIKE A MEAL.	5,238,361	07/04/2017
Bumble Bee Foods, LLC	U.S.	JOVO Food Bar Stylized and/or with design	5243044	7/11/2017
Bumble Bee Foods, LLC	U.S.	Brisling Sardine Label Design	5277972	08/29/2017
Bumble Bee Foods, LLC	U.S.	THE ORIGINAL SUPERFOOD	5521497	07/17/2018
Bumble Bee Foods, LLC	U.S.	THE BUMBLE BEE EFFECT	5537396	08/07/2018
Bumble Bee Foods, LLC	U.S.	SANDWICH IN SECONDS stylized	5547511	08/21/2018
Bumble Bee Foods, LLC	U.S.	SANDWICH IN SECONDS	5547509	08/21/2018
Bumble Bee Foods, LLC	U.S.	WILD SELECTIONS (+DESIGN)	5567284	09/18/2018
Clover Leaf Seafoods Corp.	U.S.	BEACH CLIFF	0770058	05/19/1964
Clover Leaf Seafoods Corp.	U.S.	ACADIA	1135224	05/13/1980
Clover Leaf Seafoods Corp.	U.S.	BRUNSWICK	1423060	12/30/1986
Clover Leaf Seafoods Corp.	U.S.	Boat Design (Brunswick Boat Logo)	1745942	01/12/1993
Clover Leaf Seafoods Corp.	U.S.	BRUNSWICK	1758533	03/16/1993

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Clover Leaf Seafoods Corp.	U.S.	Design (Seal and Boat)	1791765	09/07/1993
Clover Leaf Seafoods Corp.	U.S.	CLOVER LEAF	2520386	12/18/2001
Bumble Bee Foods, LLC	U.S.	Anova + Design	5992586	02/18/2020
Bumble Bee Foods, LLC	U.S.	SEAFOOD PERFECTED	88386800	04/15/2019

6

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RECORDED: 03/27/2020