

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Mariculture, Inc.		10/04/2022	Corporation: FLORIDA
American Penaeid, Inc.		10/04/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Cargill Financial Services International, Inc.		
Street Address:	9320 Excelsior Boulevard, MS 142		
City:	Hopkins		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5868371	HIGH VIGOR	
Registration Number:	5867636	API	
Registration Number:	5883742	SUN SHRIMP	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127666911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	10/04/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Agreement is made as of October 4, 2022 by and among AMERICAN MARICULTURE, INC., a Florida corporation (the “Borrower”), AMERICAN PENAEID, INC., a Florida corporation (“API”; together with the Borrower, the “Debtors”), and CARGILL FINANCIAL SERVICES INTERNATIONAL, INC., a Delaware corporation (the “Secured Party”).

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and between the Borrower and the Secured Party, the Secured Party has agreed to make advances and grant certain other financial accommodations to the Borrower.

As a condition to making credit accommodations under the Credit Agreement, the Secured Party required the execution and delivery by the Debtors and the other parties thereto of a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the the Debtors granted the Secured Party a security interest in substantially all of their personal property.

Pursuant to the Security Agreement, each Debtor agreed to execute and deliver this Agreement to the Secured Party.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“Specified Trademark” means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

“Trademark” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

“Trademark Collateral” means all right, title and interest of each Debtor in and to the following, in each case whether now owned or existing or hereafter acquired or arising:

- (i) All Trademarks, including the Specified Trademarks;
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark;
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks;
- (iv) All present and future license agreements with respect to the Trademarks; and
- (v) All proceeds of any and all of the foregoing.

2. Grant of Security Interest.

In order to secure the Obligations, each Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby grant and create) a security interest in the Trademark Collateral to the Secured Party.

3. Representations and Warranties.

Each Debtor represents and warrants that it owns each of the Specified Trademarks, free and clear of any Lien other than Permitted Liens (as each term is defined in the Credit Agreement).

4. General Rights and Obligations.

The rights and obligations of the Debtors and the Secured Party with respect to the Trademark Collateral shall in all respects be governed by the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

5. Miscellaneous.

This Agreement is in addition to (and does not replace or otherwise modify) any other Trademark Security Agreement delivered by any Debtor to the Secured Party.

Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

AMERICAN MARICULTURE, INC.

By: 

Name: Robin A. Pearl

Title: President

AMERICAN PENAEID, INC.

By: 

Name: Robin A. Pearl

Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007867 FRAME: 0680

CARGILL FINANCIAL SERVICES
INTERNATIONAL, INC.

By *Cassandra D. Marshall*
Name: _____
Title: **Cassandra Marshall**
Trade Finance Specialist

TRADEMARKS AND TRADEMARK APPLICATIONS

United States – Federal

Description	Owner	Application Number	Application Date	Registration Number	Registration Date
HIGH VIGOR	American Penacid, Inc.	88357444	3/26/2019	5868371	9/24/2019
API	American Penacid, Inc.	88338471	3/13/2019	5867636	9/24/2019
SUN SHRIMP	American Mariculture, Inc.	88357506	3/26/2019	5883742	10/15/2019

United States – State

None.

Foreign

None.