

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM824469

<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>
Boston Sword & Tuna, LLC		07/14/2023	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sumitomo Mitsui Banking Corporation		
<b>Street Address:</b>	277 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10172		
<b>Entity Type:</b>	Corporation: JAPAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5180007	PERFEKT SALMON	
<b>Registration Number:</b>	5180005	PERFEKT SALMON NORWEGIAN FARM RAISED	
<b>Serial Number:</b>	97861889	AMERICA'S ONE-STOP-SHOP FOR SEAFOOD	
<b>Serial Number:</b>	97861842	BOSTON SWORD & TUNA EST. 1972	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	14155911000		
<b>Email:</b>	TrademarksCH@winston.com		
<b>Correspondent Name:</b>	Becky Troutman, Winston & Strawn LLP		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/ mp		
<b>DATE SIGNED:</b>	07/14/2023		
<b>Total Attachments: 5</b>			
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**Intellectual Property Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of July 14, 2023 (this “*Trademark Security Agreement*”), is made by BOSTON SWORD & TUNA, LLC, a Massachusetts limited liability company (the “*Grantor*”), in favor of SUMITOMO MITSUI BANKING CORPORATION, as administrative agent and collateral agent (in such respective capacities, together with its successors and permitted assigns, the “*Administrative Agent*”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below

**WHEREAS**, BRUCE INTERMEDIATE, LLC, a Delaware limited liability company, NEMO MERGER SUB LLC, an Illinois limited liability company (the “*Initial Borrower*”), FORTUNE INTERNATIONAL, LLC, an Illinois limited liability company (the “*Ultimate Borrower*”, and, together with the Initial Borrower, the “*Borrower*”) the financial institutions from time to time parties thereto as lenders (the “*Lenders*”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of January 17, 2020 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time in accordance with its terms, the “*Credit Agreement*”);

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain of other Persons referred to therein as “Grantors”, have entered into the Guaranty and Security Agreement, dated as of January 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “*Guaranty and Security Agreement*”), in favor of the Administrative Agent for the benefit of the Secured Parties;

**WHEREAS**, the Grantor has executed and delivered a Joinder Agreement, dated as of the date hereof, to the Guaranty and Collateral Agreement with and in favor of Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1** **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2** **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity), by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

- (i) all of its Trademarks referred to on Schedule I hereto, excluding any intent-to-use trademark applications that are Excluded Assets.

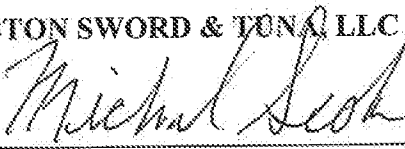
**Section 3**     **Guaranty and Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**     **Counterparts**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 5**     **Governing Law**. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BOSTON SWORD & TUNA LLC**

By: 


Name: Michael Scola

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 008133 FRAME: 0198**

**SUMITOMO MITSUI BANKING CORPORATION,**  
as Administrative Agent

By:  \_\_\_\_\_

Name: Paul Dellova

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 008133 FRAME: 0199**

## SCHEDULE I

### Trademarks

#### I. REGISTERED TRADEMARKS

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
PERFEKT SALMON	U.S.	87119119	July 28, 2016	5180007	April 11, 2017
PERFEKT SALMON NORWEGIAN FARM RAISED and Design	U.S.	87119110	July 28, 2016	5180005	April 11, 2017

#### II. TRADEMARK APPLICATIONS

Mark	Jurisdiction	Application No.	Application Date
AMERICA'S ONE-STOP-SHOP FOR SEAFOOD	U.S.	97861889	March 28, 2023
BOSTON SWORD & TUNA EST. 1972 and Design	U.S.	97861842	March 28, 2023

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