

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
AMERICAN SEAFOODS COMPANY LLC	08/19/2015

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6361426
Patent Number:	7252584
Patent Number:	7695354

CORRESPONDENCE DATA

Fax Number: (212)969-2900

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: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: ELEVEN TIMES SQUARE

Address Line 4: NEW YORK, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-179
NAME OF SUBMITTER:	ADAM D. SIEGARTEL
SIGNATURE:	/Adam D. Siegartel/
DATE SIGNED:	08/19/2015

Total Attachments: 5

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FIRST LIEN PATENT SECURITY AGREEMENT

THIS FIRST LIEN PATENT SECURITY AGREEMENT, dated as of August 19, 2015, is made by the entity listed on the signature page hereof (the “**Grantor**”), in favor of Ares Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of August 19, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among American Seafoods Group LLC, a Delaware limited liability company (“**Borrower**”), ASG Parent LLC, a Delaware limited liability company, as Holdings, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain First Lien Guaranty and Security Agreement, dated as of August 19, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower and the other Loan Parties; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this First Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with the Administrative Agent 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 Patent 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 such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Patent Collateral**”):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Patents, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

provided, however, that the Patent Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Patent 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 Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents.

Section 5. Counterparts. This First Lien Patent 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. Delivery of an executed signature page of this First Lien Patent Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

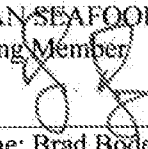
Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this First Lien Patent Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

[Signature Pages Follow]

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

AMERICAN SEAFOODS COMPANY LLC

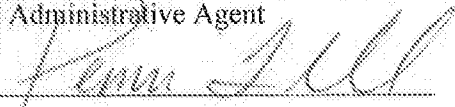
By: AMERICAN SEAFOODS GROUP LLC,
its Managing Member

By: 
Name: Brad Bodenman
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By 
Name:
Title: **Fanni Roll**
Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

1. U.S. Patent No. 6,361,426 issued March 26, 2002 (A FISH PROCESSING MACHINE WITH A FISH MEAT RECOVERY UNIT AND METHODS FOR EXTRACTING ADDITIONAL MEAT FROM A WASTE PART OF A FISH) owned by American Seafoods Company LLC.
2. U.S. Patent No. 7,252,584 issued August 7, 2007 (FISH PROCESSING MACHINE WITH ALIGNMENT DEVICES AND METHODS FOR REALIGNING FISH DURING PROCESSING) owned by American Seafoods Company LLC.
3. U.S. Patent No. 7,695,354 issued April 13, 2010 (FISH PROCESSING MACHINE WITH ALIGNMENT DEVICES AND METHODS FOR REALIGNING FISH DURING PROCESSING) owned by American Seafoods Company LLC.

2. PATENT APPLICATIONS

1. Canadian Patent Application No. 2,814,664 filed May 2, 2013 (APPARATUSES FOR PRODUCING FOOD PRODUCTS FROM FISH AND CHICKEN SHIMS AND ASSOCIATED SYSTEMS AND METHODS) by American Seafoods Group LLC.