

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4559146

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AMERICAN SEAFOODS COMPANY LLC	08/21/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ARES CAPITAL CORPORATION
<b>Street Address:</b>	245 PARK AVENUE
<b>Internal Address:</b>	44TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6361426
Patent Number:	7252584
Patent Number:	7695354
Application Number:	62279640
Application Number:	15407173
Application Number:	62454587
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(310)557-2193
<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>	310-557-2900
<b>Email:</b>	klathrop@proskauer.com
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067
<b>ATTORNEY DOCKET NUMBER:</b>	11668.179 2L
<b>NAME OF SUBMITTER:</b>	KIMBERLEY A. LATHROP
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	08/21/2017

PATENT

**Total Attachments: 6**

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SECOND LINE PATENT SECURITY AGREEMENT

THIS SECOND LIEN PATENT SECURITY AGREEMENT, dated as of August 21, 2017 is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), 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 Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 21, 2017 (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, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Second Lien Guaranty and Security Agreement, dated as of August 21, 2017 (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 Secured Obligations (as defined in the Guaranty and Security Agreement) of Borrower and the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, each 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. Each 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; Intercreditor Agreement. The security interest granted pursuant to this Second 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 each 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. Notwithstanding anything herein to the contrary, the liens and security interest granted to the Administrative Agent pursuant to this Patent Security Agreement, the exercise of any right or remedy by the Administrative Agent with respect thereto and certain rights of the Administrative Agent hereunder are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement, dated as of August 21, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between JPMorgan Chase Bank, N.A., as First Lien Agent, and Ares Capital Corporation, as Second Lien Agent, and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

Section 4. Grantor Remains Liable. Each 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 their Patents.

Section 5. Counterparts. This Second 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 Second Lien Patent Security Agreement by facsimile transmission or Electronic Signature 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 Second 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 Second 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, Vice  
President and Secretary

[Signature Page to Second Lien Patent Security Agreement]

**PATENT**  
**REEL: 043347 FRAME: 0785**

ACCEPTED AND AGREED  
as of the date first above written:

ARES CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: Mitchell  
Author:

[Signature Page to Second Lien Patent Security Agreement]

**PATENT**  
**REEL: 043347 FRAME: 0786**

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

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.

PATENT APPLICATIONS

1. Provisional Application No. 62/279,640 filed January 15, 2016
2. Non-provisional Application No. 15/407,173 filed on January 16, 2017
3. Provisional Application No. 62/454,587 filed on February 3, 2017 filed on February 3, 2017.