

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4587667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSUMPTION
CONVEYING PARTY DATA	
Name	Execution Date
BUMBLE BEE FOODS, LLC	08/18/2017
RECEIVING PARTY DATA	
Name:	BIG CATCH/MRP CAYMAN LTD.
Street Address:	P.O. BOX 2510
City:	GRAND CAYMAN
State/Country:	CAYMAN ISLANDS
Postal Code:	KYL-1104
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	8999645
Patent Number:	8728550
Patent Number:	8932602
Patent Number:	9567556
Patent Number:	9415080
Application Number:	62355230
Application Number:	62355184
Application Number:	62355200
Application Number:	62536817
Application Number:	62536868
Application Number:	62536912
CORRESPONDENCE DATA	
Fax Number:	(858)487-9300
<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:	8584879300
Email:	blila@mandourlaw.com,jmandour@mandourlaw.com
Correspondent Name:	BEN T. LILA
Address Line 1:	8605 SANTA MONICA BLVD., SUITE 1500
Address Line 4:	LOS ANGELES, CALIFORNIA 90069

ATTORNEY DOCKET NUMBER:	BUMBLE BEE/2008.02-029
NAME OF SUBMITTER:	BEN T. LILA
SIGNATURE:	/Ben T. Lila/
DATE SIGNED:	09/11/2017
Total Attachments: 4 source=Assignment Agreement#page1.tif source=Assignment Agreement#page2.tif source=Assignment Agreement#page3.tif source=Assignment Agreement#page4.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") dated August 18, 2017 (the "Effective Date") by and between Bumble Bee Foods, LLC, a Delaware limited liability company ("Bumble Bee" or "Assignor"), and Big Catch/MRP Cayman Ltd., a limited liability company incorporated in the Cayman Islands ("Assignee").

BACKGROUND

WHEREAS, Bumble Bee is the holder of (i) a Convertible Senior Secured PIK Note due 2021 issued May 20, 2016 by Menon Renewable Products, Inc. ("Menon") in the aggregate principal amount of \$2,125,000 (the "Tranche One Note") and (ii) a Convertible Senior Secured PIK Note due 2021 issued December 9, 2016 by Menon in the aggregate principal amount of \$5,000,000 (the "Tranche Two Note" and, collectively with the Tranche One Note, the "Convertible Notes").

WHEREAS, pursuant to Sections 3(a) and 13 of the Convertible Notes, Bumble Bee is distributing the Convertible Notes in separate transfer and assignment agreements through various entities to be ultimately contributed to Assignee on the terms and conditions described in the Convertible Notes (the "Convertible Notes Contribution").

WHEREAS, Assignor is a party to the following agreements entered into in connection with the issuance of the Convertible Notes:

Investment Agreement dated May 20, 2016 with Menon Renewable Products, Inc. ("Investment Agreement");

Security Agreement dated May 20, 2016 with Menon Renewable Products, Inc. ("Security Agreement"); and

Amended and Restated Securityholders Agreement dated September 30, 2016 with Menon Renewable Products, Inc. and various Stockholders and Other Warrantholders, as those terms are defined in the Amended and Restated Securityholders Agreement ("A&R Securityholders Agreement" and collectively with the Investment Agreement and the Security Agreement, the "Menon Agreements").

WHEREAS, Bumble Bee and Clover Leaf Seafood Sarl ("CL Sarl") entered into an Intercompany Loan Agreement on December 22, 2016 under which CL Sarl lent Bumble Bee USD \$21,559,499.50 which was subsequently paid down to USD \$15,109,499.50 ("Intercompany Note"). CL Sarl allocated the Intercompany Note in accordance with clause 2.1 of the Intercompany Note to Clover Leaf Seafood Sarl US Branch ("US Branch").

WHEREAS, Assignor and Assignee are entering into this Agreement in order to transfer the rights and obligations of Assignor to Assignee pursuant to the terms of the Menon Agreements.

NOW THEREFORE, in consideration of the mutual agreements contained herein and

for good and valuable consideration the receipt of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Definitions. Capitalized terms used in this Agreement, and not specifically defined in this Agreement, shall have the meanings and definitions ascribed to them in the Menon Agreements.
2. Assignment by Assignor. As partial repayment of the Intercompany Note and in connection with the Convertible Notes Contribution, and in accordance with Section 10.5 of the Investment Agreement, Section 8.17 of the Security Agreement, and Section 7.6 of the A&R Securityholders Agreement, Assignor hereby assigns and transfers to US Branch all of Assignor's legal and equitable right, title and interest in and to the Menon Agreements. The partial repayment of the Intercompany Note will be in the amount of USD \$5,302,945.80, the principal amounts of the Convertible Notes as of August 18, 2017. The board of managers of CL Sarl hereby confirms the allocation of legal and equitable right, title and interest in and to the Menon Agreements from US Branch to CL Sarl. Simultaneously, CL Sarl hereby assigns and transfers all of its legal and equitable right, title and interest in and to the Menon Agreements through the following entities:

Bumble Bee Foods Sarl to
Bumble Bee Holdco SCA to
Big Catch Cayman LP to
Assignee.

For the assignment and transfer from Bumble Bee Holdco SCA to Big Catch Cayman LP, Bumble Bee Holdco SCA will repurchase 100,000 Class J shares from Big Catch Cayman LP.

3. Acceptance and Assumption by Assignee. Assignee accepts this assignment and transfer of the Menon Documents, and assumes and agrees to pay, perform, fully satisfy, and discharge, as and when due, to the extent not limited below and to the extent not previously performed, all of Assignor's obligations, duties, and liabilities under the Menon Documents, but only to the extent such obligations, duties, and liabilities arise after the date hereof and are based directly or indirectly on acts, omissions or events occurring after the date hereof (collectively the "Assumed Obligations").
4. Menon Agreement References. From and after the Effective Date, all references to "Investor" in the Investment Agreement and the A&R Securityholders Agreement shall refer to the Assignee and all references to the Secured Party in the Security Agreement shall refer to the Assignee. The notice address for Assignee shall be:

Big Catch/MRP Cayman Ltd.,
P.O. Box 2510, Grand Cayman KY1-1104,
Cayman Islands

with copies to:

Attention: Jill Irvin
Facsimile: (858) 715 4303
Email: jill.irvin@bumblebee.com

Aztec Financial Services (Guernsey) Limited
P.O. Box 656 East Wing, Trafalgar Court
Les Banques St. Peter Port Guernsey
GY1 3PP

5. Warrants. In addition to the foregoing, Bumble Bee is also the holder of the following warrants which are being transferred to Assignee in connection with the Convertible Notes assignment under separate assignment agreements:

Warrant No. 1 to Purchase 2,250,232 Shares of Menon Common Stock dated May 20, 2016 ("Warrant 1"); and

Warrant No. 2 to Purchase 5,294,664 Shares of Menon Common Stock dated December 9, 2016 ("Warrant 2" and collectively with Warrant 2, the "Menon Warrants").

6. Additional Provisions.

6.1 Binding Effect. This Agreement and all of the terms and conditions contained in this Agreement shall apply to, be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns.

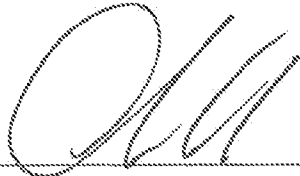
6.2 Governing Law; Forum; Related Matters. This Agreement shall be governed by and construed under the Laws of the State of New York, without regard to principles of conflict of law thereunder. The parties irrevocably consent to the jurisdiction and venue of the state and federal courts located in the State of California in connection with any action relating to any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, breach, termination or validity hereof (whether in contract, tort, equity or otherwise). With respect to any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, breach, termination or validity hereof (whether in contract, tort, equity or otherwise), the parties knowingly, intentionally and irrevocably waive their right to trial by jury.

6.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the party actually executing such counterparts, and all of which together shall constitute one instrument. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

6.4 Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder.

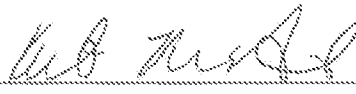
IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement by their duly authorized officers, on the Effective Date.

BUMBLE BEE FOODS, LLC



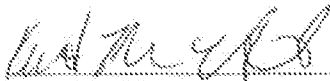
Name: Chris Lischewski
Title: President & CEO

CLOVER LEAF SEAFOOD SARL



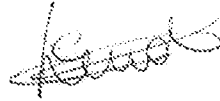
Name: Kent McNeil
Title: Principal Financial Officer

BUMBLE BEE FOODS SARL



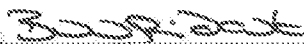
Name: Kent McNeil
Title: Principal Financial Officer

BUMBLE BEE HOLDCO SCA



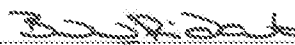
Name: Elke Leenders
Title: Manager B

BIG CATCH/CAYMAN L.P.
ACTING BY ITS GENERAL PARTNER
LION/LATIMER GP II (GUERNSEY)
LIMITED



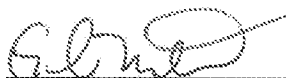
Name: Belinda Ridout
Title: Director, For and Behalf of entity
above

BIG CATCH/MRP CAYMAN LTD.



Name: Belinda Ridout
Title: Director

CLOVER LEAF SEAFOOD SARL US BRANCH



Gabriel Montesano
Branch Representative