

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
King's Seafood Company, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
King's Seafood Distribution, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	7135 East Camelback Road		
Internal Address:	Suite 230		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85251		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86682355	EAT MORE FISH	
CORRESPONDENCE DATA			
Fax Number:	4023461148		
<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:	402-346-6000		
Email:	bridget.stuhr@kutakrock.com		
Correspondent Name:	Bridget M Stuhr		
Address Line 1:	1650 Farnam Street		
Address Line 4:	Omaha, NEBRASKA 68102		
ATTORNEY DOCKET NUMBER:	1492401-31		
NAME OF SUBMITTER:	Bridget M Stuhr		
SIGNATURE:	/Bridget M Stuhr/		
DATE SIGNED:	12/03/2015		
Total Attachments: 5			
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SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS **SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made and entered into as of December 1, 2015 by **KING'S SEAFOOD COMPANY, LLC**, a Delaware limited liability company, and **KING'S SEAFOOD DISTRIBUTION, LLC**, a Delaware limited liability company (collectively "Debtor") and **CITIZENS BANK, N.A.**, in its capacity as administrative agent for the Lenders and the other Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant that certain Credit Agreement dated June 6, 2014 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") by and between Debtor, Administrative Agent and Lenders, Lenders agreed to make certain loans to Debtor (collectively, the "Loans"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Loan Documents, Debtor and Administrative Agent have agreed to enter into this Agreement to further evidence the grant of the security interests in such Debtor's Intellectual Property to Administrative Agent for the benefit of Lenders and the other Secured Parties and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Administrative Agent hereby agrees as follows:

Section 1. Security Interest. Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Administrative Agent for the benefit of the Secured Parties, a security interest in and lien upon all of such Debtor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademark listed on the attached Exhibit A, which is in use and for which an application for registration is pending, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademark.

Section 2. Grant of License. Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Administrative Agent for the benefit of Lenders and the other Secured Parties, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademark listed on the attached Exhibit A, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Administrative Agent's security interest in the Collateral.

Section 3. *Incorporation by Reference; Filing Purposes Only.* All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of Lenders and the other Secured Parties pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Administrative Agent, Lenders and the other Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DEBTORS:

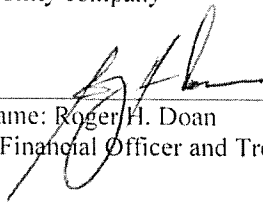
KING'S SEAFOOD COMPANY, LLC, a Delaware limited liability company, and

KING'S SEAFOOD DISTRIBUTION, LLC, a Delaware limited liability company

By: _____

Printed Name: Roger H. Doan

Its: Chief Financial Officer and Treasurer



AGENT:

CITIZENS BANK, N.A.


By:  _____
Thomas Hung
Senior Vice President

EXHIBIT A
INTELLECTUAL PROPERTY

Trademark	Trademark Owner Name	Federal Reg. No.	Serial No.
"Eat More Fish"	King's Seafood Company, LLC	Application pending	86-682355