

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449635

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
International Seafoods of Alaska, Inc.		11/01/2017	Corporation: ALASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	4 New York Plaza, 17th Fl.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2069422	KODIAK	
<b>Registration Number:</b>	1614050	KODIAK	
<b>Registration Number:</b>	4186768	DREAMFREEZE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Gloria Sheehan		
<b>SIGNATURE:</b>	/Gloria Sheehan/		
<b>DATE SIGNED:</b>	11/03/2017		
<b>Total Attachments: 6</b>			
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## GRANT OF TRADEMARK SECURITY INTEREST

GRANT OF TRADEMARK SECURITY INTEREST ("*Grant*"), dated as of November 1, 2017, by INTERNATIONAL SEAFOODS OF ALASKA, INC. ("*Grantor*"), in favor of JPMorgan Chase Bank, N.A. ("*Lender*").

### WITNESSETH:

WHEREAS, Grantor, certain of its Affiliates, Lender and JPMorgan Chase Bank, N.A., Toronto Branch are entering into a Fifth Amended and Restated Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Credit Agreement*");

WHEREAS, Grantor, certain of its Affiliates and Lender are entering into an a Ratification and Amendment to Amended and Restated Pledge and Security Agreement dated as of the date hereof, pursuant to which Grantor is agreeing to irrevocably, absolutely, and unconditionally become a party to the that certain Amended and Restated Pledge and Security Agreement, dated as of June 13, 2013 (as it may be amended or modified from time to time, the "*Security Agreement*"), in order to induce the Lenders to enter into and extend credit to Grantor and certain of its Affiliates under the Credit Agreement and to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to Lender this Grant for filing with the United States Patent and Trademark Office:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or, if not defined therein, in the Security Agreement.
2. **Grant of Security Interest in Trademarks.** Grantor hereby grants to Lender a security interest in all of its right, title and interest in, to and under all of Grantor's presently existing or hereafter acquired Trademarks, including, without limitation, the Trademarks set forth on **Schedule A** hereto, and all proceeds and products thereof.
3. **Security Agreement.** The security interest granted pursuant to this Grant is granted in conjunction with, and not in limitation of, the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademarks and related Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

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

**INTERNATIONAL SEAFOODS OF ALASKA,  
INC.**

By: 

Name: John Sullivan

Title: Secretary and Treasurer

*Signature Page to Grant of Trademark Security Interest -- International Seafoods of Alaska*

**TRADEMARK  
REEL: 006196 FRAME: 0359**


**ACKNOWLEDGMENT OF GRANTOR**

STATE OF NEW JERSEY )

) ss.

COUNTY OF BERGEN )

On this 30<sup>th</sup> day of OCTOBER, 2017, before me personally came John Sullivan, to me known, who, being by me duly sworn, did depose and say that he is the Secretary and Treasurer of International Seafoods of Alaska, Inc., the corporation described in, and which executed the foregoing instrument, and that he is authorized to execute said instrument on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public


**BENNY AXELSSON**  
**NOTARY PUBLIC OF NEW JERSEY**  
**ID # 2434628**  
**My Commission Expires 5/30/2018**

*Signature Page to Grant of Trademark Security Interest - International Seafoods of Alaska*

ACCEPTED AND ACKNOWLEDGED BY:

**JPMORGAN CHASE BANK, N.A.,**

as Lender

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

Name: John J. Lee

Title: Authorized Officer


*Signature Page to Grant of Trademark Security Interest - International Seafoods of Alaska*

**TRADEMARK**

**REEL: 006196 FRAME: 0361**

Schedule A

TRADEMARKS

Name of Grantor	Trademark	Registration Number	Registration Date
International Seafoods of Alaska, Inc.	DREAMFREEZE	4186768	12/23/2011
International Seafoods of Alaska, Inc.	KODIAK	2069422	05/09/1996
International Seafoods of Alaska, Inc.		1614050	10/06/1988

TRADEMARK APPLICATIONS

NONE