

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474472

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HONEY SMOKED FISH HOLDINGS, LLC		05/08/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guaranty Bank and Trust Company		
<b>Street Address:</b>	1331 17th Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Colorado state chartered banking institution: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4665448	HONEY SMOKED FISH CO.	
<b>Registration Number:</b>	4635051	HONEY SMOKED SALMON	
<b>Registration Number:</b>	5273616	HONEY SMOKED SALMON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	michael.barys@clarivate.com		
<b>Correspondent Name:</b>	William C. Holland, Esq.		
<b>Address Line 1:</b>	1700 Licoln Street, Suite 4100		
<b>Address Line 2:</b>	Bryan Cave Leighton Palsner LLP		
<b>Address Line 4:</b>	Denver, COLORADO 80203		
<b>NAME OF SUBMITTER:</b>	William C. Holland		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	05/17/2018		
<b>Total Attachments: 14</b>			
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source=8C166D6B-74FF-4D58-9A54-207F4E0F4D21#page14.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

HONEY SMOKED FISH HOLDINGS, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 8, 2018

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Guaranty Bank and Trust Company

Street Address: 1331 17th Street

City: Denver

State: CO

Country: USA Zip: 80202

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other banking institution Colorado state chartered Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

NONE.

B. Trademark Registration No.(s) \_\_\_\_\_

SEE SCHEDULE 1, ATTACHED.

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

SEE SCHEDULE 1, ATTACHED.

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: William C. Holland, Esq.

Internal Address: \_\_\_\_\_

Street Address: Bryan Cave Leighton Paisner LLP

1700 Lincoln Street, Suite 4100

City: Denver

State: CO Zip: 80203

Phone Number: 303-861-7000

Docket Number: \_\_\_\_\_

Email Address: william.holland@bclplaw.com

**6. Total number of applications and registrations involved:**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Anne M. Giacomin*  
Signature

May 8, 2018

Date

Anne Giacomin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE 1**

**TRADEMARK AND PATENT REGISTRATIONS, APPLICATIONS, AND LICENSES**

Trademarks

<b>Country</b>	<b>Trademark</b>	<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
United States of America	Honey Smoked Fish Co	“on-line retail store services featuring preserved fish” International Class 035	4665448	01/06/2015	Rocky Mountain Honey Smoked Fish Company, LLC
United States of America	Honey Smoked Salmon	“preserved fish” International Class 029	4635051	11/11/2014	Rocky Mountain Honey Smoked Fish Company, LLC
United States of America	Honey Smoked Salmon	“preserved fish” International Class 029	5273616	08/29/2017	Rocky Mountain Honey Smoked Fish Company, LLC

Trademark Applications

<b>Trademark Applications</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Applicant</b>
None.	N/A	N/A	N/A

Patents

<b>Country</b>	<b>Patent</b>	<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
None.	N/A	N/A	N/A	N/A	N/A

Patent Applications

<b>Patent Applications</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Applicant</b>
None.	N/A	N/A	N/A

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Intellectual Property Security Agreement**”), dated as of May 8, 2018, is made by HONEY SMOKED FISH HOLDINGS, LLC, a Delaware limited liability company (“**Grantor**”), in favor of GUARANTY BANK AND TRUST COMPANY, a Colorado state chartered banking institution (the “**Secured Party**”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement (as defined below).

Grantor, as borrower, and Secured Party have entered into a Loan Agreement dated as of the date hereof (the “**Loan Agreement**”).

As a condition precedent to the making of loans by Secured Party under the Loan Agreement, Grantor has executed and delivered to Secured Party that certain Security Agreement dated as of the date hereof (the “**Security Agreement**”).

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Intellectual Property Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Secured Party a security interest in and continuing Lien on, with (only upon the occurrence and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of the right, title and interest of Grantor in, to and under all U.S. and foreign patents, trademarks, copyrights, trade names, assumed names, service marks, patent applications, trademark applications, trade name applications, service mark applications, copyright applications, design rights and trade secrets and the inventions and improvements described in the patents and patent applications (together with the items described in clauses (a) through (d) below, the “**Proprietary Collateral**”), wherever located, and whether now owned or existing and filed or hereafter arising and filed or acquired from time to time, including, without limitation, the Proprietary Collateral listed on **Schedule 1** attached hereto and made a part hereof:

(a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof;

(b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof,

(c) the goodwill connected with the use of and symbolized by the Proprietary Collateral and all extensions and renewals thereof;

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

In addition, without limitation of the foregoing, with respect to any applications by Grantor for a trademark based on an intent to use the same, if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “**Intent-To-Use Applications**”), so long as the Grantor’s Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, the Proprietary Collateral shall include only a security interest for collateral purposes in such Intent-To Use Application and not a sale, transfer, conveyance or other assignment thereof.

2. **Obligations and Liabilities Secured.** The Proprietary Collateral secures the payment and performance of

(a) the “Obligations” as defined in the Loan Agreement;

(b) the “Obligations” as defined in the Equity Term Loan Notes;

(c) Grantor’s obligations under the Equity Term Loan Guaranties;

(d) the obligations of Grantor from time to time arising under the Loan Documents or otherwise with respect to the due and punctual payment of (a) the principal of and premium, if any, and interest on the Loans and the Equity Term Loans (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (b) all other monetary obligations, including fees, costs, attorneys’ fees and disbursements, reimbursement obligations, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of Grantor under the Loan Documents; and

(e) all other agreements, duties, indebtedness, obligations and liabilities of any kind of Grantor under, out of, or in connection with the Loan Documents or any other document made, delivered or given in connection with any of the foregoing, in each case whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether

direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several (all such obligations, liabilities, sums and expenses set forth in Section 3 being herein collectively called the “**Secured Obligations**”).

3. **New Proprietary Collateral.** If, prior to the termination of this Intellectual Property Security Agreement, Grantor shall (a) obtain rights to any new patentable inventions, or (b) become entitled to the benefit of any patent, trademark, copyright, trade name, service mark, patent application, trademark application, service mark application, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, the provisions of Paragraph 1 above, shall automatically apply thereto and such patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications, licenses, etc. shall automatically become Proprietary Collateral hereunder and shall be subject to the security interests described herein. Grantor hereby authorizes the Secured Party to modify this Intellectual Property Security Agreement by amending **Schedule 1** to include any future patents, trademarks, copyrights, trade names, service marks, patent applications, trademark applications, service mark applications and Grantor agrees to execute any agreements, documents or instruments reasonably requested by the Secured Party to effectuate such amendment.

4. **Royalties; Term.** Grantor hereby agrees that the use by the Secured Party of the Proprietary Collateral as authorized hereunder shall be co-extensive with Grantor’s rights thereunder and in respect thereof and without any liability for royalties or other related charges from the Secured Party to Grantor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or termination of each item of Proprietary Collateral, or (b) the date on which all Collateral has been released pursuant to the terms of the Loan Agreement and other Loan Documents.

5. **Termination of Security Interest.** This Intellectual Property Security Agreement is made for collateral security purposes only. Upon release of all of the Collateral pursuant to the provisions of the Loan Agreement, this Intellectual Property Security Agreement shall terminate, and the Secured Party shall promptly execute and deliver to Grantor, at Grantor’s expense, all termination statements and other instruments as may be necessary or proper to terminate the Secured Party’s security interest in the Proprietary Collateral subject to any disposition thereof which may have been made by the Secured Party pursuant to this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents.

6. **Duties of the Grantor.** Grantor shall have the duty (a) to prosecute any patent application, trademark application and service mark applications that are part of the patents, trademarks or service marks pending as of the date hereof and thereafter until the termination of this Intellectual Property Security Agreement; (b) to make application on unpatented but patentable inventions, as Grantor deems appropriate; (c) to take reasonable steps to preserve and maintain all of Grantor’s rights in any material Proprietary Collateral, including, without limitation, as appropriate, the use in interstate commerce, the timely payment of fees and the making of filings; and (d) not to divest itself of any right under any Proprietary Collateral, in each case unless such Proprietary Collateral is (i) obsolete, (ii) no longer used in the operation of the business, or (iii) replaced. Any expense incurred



in connection with the foregoing shall be borne by the Grantor. Grantor shall not abandon any material pending patent application, trademark application, service mark application or patent, trademark, copyright, trade name or service mark encumbered hereby and material to the operation or value of the business of Grantor without the prior written consent of the Secured Party.

7. **Infringement.** Grantor represents and warrants to the Secured Party that Grantor owns and possesses, and will own or possess continuously throughout the term of this Agreement, the valid right to use the Proprietary Collateral, without any known conflict with the rights of others, and no litigation or proceeding is pending, or, to the knowledge of Grantor, threatened against the Grantor, which might, if successful, adversely affect Grantor's interest in the Proprietary Collateral in any material respect.

8. **Additional Representations and Warranties.** Grantor represents and warrants that it is the true and lawful owner or licensee of the Proprietary Collateral listed in **Schedule 1** and that, to Grantor's knowledge, said listed Proprietary Collateral constitutes all the patents and patent applications, trademarks, copyrights, service marks and other Proprietary Collateral registered in the United States Patent and Trademark Office or United States Copyright Office, as applicable, that Grantor now owns or uses in connection with its business.

9. **Waivers.** No course of dealing between Grantor and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder, under the Loan Agreement or any of the other Loan Documents, shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other Loan Document shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

10. **Secured Party's Exercise of Rights and Remedies Upon an Event of Default.**

(a) Upon the occurrence and during the continuance of an Event of Default, the Secured Party may (to the extent permitted by law) exercise any and all rights and remedies provided in this Agreement, the Loan Agreement, the other Loan Documents, at law and in equity. In connection therewith following the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents, trademarks, copyrights or service marks secured hereby and, if the Secured Party shall commence any such suit, the Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Secured Party for all reasonable out-of-pocket costs and other reasonable expenses including, without limitation, reasonable attorneys' fees and expenses, incurred by the Secured Party in the exercise of its rights under this paragraph.

(b) Without limiting the generality of subparagraph (a), above, if an Event of Default shall occur and be continuing, the Secured Party may by written notice to the Grantor take any or all

of the following actions: (i) declare the entire right, title and interest of the Grantor in each of the patents, copyrights, trademarks and other Proprietary Collateral vested, in which event such right, title and interest shall immediately vest in the Secured Party, in which case Grantor agrees to execute an assignment in form and substance reasonably satisfactory to the Secured Party of all its right, title, and interest to such Proprietary Collateral to the Secured Party; (ii) take and practice, use or sell the Proprietary Collateral; and (iii) direct the Grantor to refrain, in which event Grantor shall refrain, from using or practicing the Proprietary Collateral directly or indirectly, and Grantor shall execute such other and further documents as the Secured Party may reasonably request further to confirm this and to transfer ownership of the Proprietary Collateral to the Secured Party.

11. **Modification.** This Intellectual Property Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

12. **Cumulative Remedies; Power of Attorney.** All of the Secured Party's rights and remedies in respect of the Proprietary Collateral whether established hereby, by the Loan Agreement, by any of the Loan Documents or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default, Grantor hereby constitutes and appoints the Secured Party its true and lawful attorney-in-fact, with full power of substitution, with power to (a) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Proprietary Collateral, (b) take any other actions in respect of the Proprietary Collateral as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Proprietary Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Proprietary Collateral to anyone. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Collateral shall have been released pursuant to the terms of the Loan Agreement. Grantor hereby acknowledges and agrees that this Intellectual Property Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given to it by the terms of this Intellectual Property Security Agreement, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Proprietary Collateral may be located or deemed located.

13. **Application of Proceeds.** All Collateral and proceeds of Collateral obtained and realized by the Secured Party from the exercise of remedies hereunder or under any other documents relating to this Intellectual Property Security Agreement shall, unless otherwise required by the terms of the other Loan Documents or by applicable law, be applied in accordance with the Security Agreement.

14. **Recordation.** Grantor authorizes the Commissioner for Trademarks or the Commissioner for Patents and any other government officials to record and register this Intellectual Property Security Agreement upon Secured Party's request.

15. **Secured Party's Duty.** The Secured Party shall have no duty in respect of the Proprietary Collateral. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Proprietary Collateral against any other parties, but (upon the occurrence and during the continuance of an Event of Default) may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantor and added to the Secured Obligations secured hereby.

16. **Loan Documents.** This Intellectual Property Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Proprietary Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Intellectual Property Security Agreement shall be deemed to limit such rights and remedies.

17. **Execution in Counterparts.** This Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Intellectual Property Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

18. **Notices.** Except as otherwise specified herein, any notice, consent, request or other communication required or permitted to be given hereunder shall be in writing, addressed to the other party as set forth below such party's signature to this Intellectual Property Security Agreement (or to such other address or person as either party or person entitled to notice may by notice to the other party specify), and shall be: (a) personally delivered; (b) delivered by Federal Express or other comparable overnight delivery service; or (c) transmitted by U.S. certified mail, return receipt requested with postage prepaid. Unless otherwise specified, all notices and other communications shall be deemed to have been duly given on the first to occur of actual receipt of the same or: (i) the date of delivery if personally delivered; (ii) one (1) Business Day after depositing the same with the delivery service if by overnight delivery service; and (iii) three (3) days following posting if transmitted by mail.

19. **Successors and Assigns.** This Intellectual Property Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, as applicable; provided, however, that Grantor shall not assign or transfer any of its rights or obligations hereunder.

20. **Governing Law; Jurisdiction; Waiver of Venue; Service of Process; Etc.**

(a) The substantive laws (other than conflict laws) of the State of Colorado will govern this Intellectual Property Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Intellectual Property Security Agreement or any document delivered or executed in connection herewith or therewith, and the transactions contemplated hereby and thereby.

(b) Grantor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever, whether in law or equity, or whether in contract or tort or otherwise, against Secured Party in any way relating to any matter, including this Intellectual Property Security Agreement or any document delivered or executed in connection herewith or therewith, or the transactions contemplated hereby and thereby, in any forum other than the state and federal courts located in the State of Colorado, each of the parties hereto waives any argument that venue in any such forum is not convenient, each of the parties hereto irrevocably and unconditionally submits and consents to the jurisdiction of such courts and agrees that any such action, litigation or proceeding may be brought in any such Colorado state court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing herein will affect any right that Secured Party may otherwise have to bring any action or proceeding relating to this Intellectual Property Security Agreement or any document delivered or executed in connection herewith or therewith, or the transactions contemplated hereby and thereby, against Grantor or its properties in the courts of any jurisdiction.

(c) Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this this Intellectual Property Security Agreement or any document delivered or executed in connection herewith or therewith, or the transactions contemplated hereby and thereby, in any such court referred to in clause (c) above. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

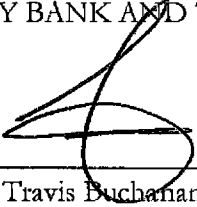
(d) Grantor irrevocably consents to the service of process in the manner provided for notices in Section 18 and agrees that nothing herein will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

[signature page to follow]

Grantor and Secured Party have executed this Intellectual Property Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

GUARANTY BANK AND TRUST  
COMPANY

By:   
Print Name: Travis Buchanan  
Title: Vice President

Address:  
1331 17th Street  
Denver, CO 80202  
Attention: Travis Buchanan

With a copy to:  
Bryan Cave Leighton Paisner LLP  
1700 Lincoln Street, Suite 4100  
Denver, CO 80203  
Attention: William C. Holland

GRANTOR

HONEY SMOKED FISH HOLDINGS, LLC

By: \_\_\_\_\_  
Print Name: Kevin Bauer  
Title: Chief Executive Officer

Address:  
McCarthy HSF Investors, LLC  
1601 Dodge Street, Suite 3800  
Omaha, Nebraska 68102  
Attention: Chase Meyer

Grantor and Secured Party have executed this Intellectual Property Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY  
GUARANTY BANK AND TRUST  
COMPANY

GRANTOR  
HONEY SMOKED FISH HOLDINGS, LLC

By: \_\_\_\_\_  
Print Name: Travis Buchanan  
Title: Vice President

By: KRB \_\_\_\_\_  
Print Name: Kevin Bauer  
Title: Chief Executive Officer

Address:  
1331 17th Street  
Denver, CO 80202  
Attention: Travis Buchanan

Address:  
McCarthy HSF Investors, LLC  
1601 Dodge Street, Suite 3800  
Omaha, Nebraska 68102  
Attention: Chase Meyer

With a copy to:  
Bryan Cave Leighton Paisner LLP  
1700 Lincoln Street, Suite 4100  
Denver, CO 80203  
Attention: William C. Holland

**SCHEDULE 1**

**TRADEMARK AND PATENT REGISTRATIONS, APPLICATIONS, AND LICENSES**

Trademarks

<b>Country</b>	<b>Trademark</b>	<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
United States of America	Honey Smoked Fish Co	“on-line retail store services featuring preserved fish” International Class 035	4665448	01/06/2015	Rocky Mountain Honey Smoked Fish Company, LLC
United States of America	Honey Smoked Salmon	“preserved fish” International Class 029	4635051	11/11/2014	Rocky Mountain Honey Smoked Fish Company, LLC
United States of America	Honey Smoked Salmon	“preserved fish” International Class 029	5273616	08/29/2017	Rocky Mountain Honey Smoked Fish Company, LLC

Trademark Applications

<b>Trademark Applications</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Applicant</b>
None.	N/A	N/A	N/A

Patents

<b>Country</b>	<b>Patent</b>	<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
None.	N/A	N/A	N/A	N/A	N/A

Patent Applications

<b>Patent Applications</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Applicant</b>
None.	N/A	N/A	N/A