

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487066

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ares Capital Corporation		08/22/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Seafoods Group LLC		
<b>Street Address:</b>	2025 First Avenue		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98121		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2446365	A	
<b>Registration Number:</b>	2103050	AMERICAN SEAFOODS COMPANY	
<b>Registration Number:</b>	1626151	AMERICAN SEAFOODS-PRIDE OF THE SEA	
<b>Registration Number:</b>	1633319	PRIDE OF THE SEA	
<b>Registration Number:</b>	1633317	PRIDE OF THE SEA	
<b>Registration Number:</b>	4340103	54°N	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>	212-698-3500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	DECHERT LLP		
<b>Address Line 1:</b>	THREE BRYANT PARK		
<b>Address Line 2:</b>	1095 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Karen Del Greco		
<b>SIGNATURE:</b>	/Karen Del Greco/		
<b>DATE SIGNED:</b>	08/22/2018		

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**Total Attachments: 4**

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK  
COLLATERAL (SECOND LIEN)

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of August 22, 2018 (“Release”), is made by Ares Capital Corporation, as Administrative Agent (“Administrative Agent”), in favor of American Seafoods Group LLC, a Delaware limited liability company (“Borrower”).

**WHEREAS**, pursuant to that certain Second Lien Guaranty and Security Agreement dated as of August 21, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Borrower, Administrative Agent, and others party thereto and the Second Lien Trademark Security Agreement dated as of August 21, 2017 (“Trademark Security Agreement”) by and among the Borrower and Administrative Agent, Borrower granted to the Administrative Agent a security interest in all of Borrower’s right, title and interest in, to and under the following Collateral of the Borrower (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule A hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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 Trademarks, 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 Trademark Collateral does not include any Excluded Property; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on August 21, 2017 at Reel 6134 Frame 0573.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent and Borrower agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Administrative Agent, without representation, warranty, or recourse, hereby:

(a) terminates the Trademark Security Agreement in its entirety and, terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO (at Borrower's expense) and agrees to execute and deliver to Borrower any and all further documents and instructs and do any and all further acts which Borrower (or Borrower's agents or designees) may reasonably request (at Borrower's expense) in order to confirm this Release and Borrower's right, title and interest in, to and under the Trademark Collateral.

**SECTION 3. Choice of Law.** This Release and all matters arising out of, in connection with or relating to this Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Administrative Agent has caused this Termination and Release of Security Interest in Trademark Collateral to be duly executed as of the date first set forth above.

Administrative Agent

Ares Capital Corporation,

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




Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mitchell Goldstein  
Authorized Signatory

[Signature Page to Trademark Release]

**REGISTERED TRADEMARKS**

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Number</u>	<u>Record Owner</u>
United States		Registered	76/019150	4/6/2000	2446365	4/24/2001	American Seafoods Group LLC
United States	AMERICAN SEAFOODS COMPANY (BLOCK)	Registered	75/143151	7/23/1996	2103050	10/7/1997	American Seafoods Group LLC
United States		Registered	74/048188	4/12/1990	1626151	12/4/1990	American Seafoods Group LLC
United States	PRIDE OF THE SEA	Registered	74/030254	2/20/1990	1633319	1/29/1991	American Seafoods Group LLC
United States	<small>PRIDE OF THE SEA</small> 	Registered	73/839604	11/15/1989	1633317	1/29/1991	American Seafoods Group LLC
United States	54°N	Registered	85/979083	1/12/2012	4340103	5/21/2013	American Seafoods Group LLC