

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coastal Pride Seafood, LLC		11/26/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	ACF Finco I LP		
Street Address:	560 White Plains Road, 4th Floor, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2879531	LUBKIN'S COASTAL PRIDE	
Serial Number:	87919629	LUBKIN'S GOOD STUFF	
Serial Number:	88645685	LUBKIN'S FIRST CHOICE	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	4044435626		
Email:	tlockley@mcguirewoods.com		
Correspondent Name:	Tequira Lockley - Paralegal		
Address Line 1:	1230 Peachtree Street, N.E.		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2066234-0009		
NAME OF SUBMITTER:	Tequira Lockley		
SIGNATURE:	//Tequira Lockley//		
DATE SIGNED:	12/02/2019		
Total Attachments: 7			
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JOINDER AGREEMENT TO TRADEMARK SECURITY AGREEMENT

This JOINDER AGREEMENT TO TRADEMARK SECURITY AGREEMENT (this "*Joinder Agreement*"), is dated as of November 26, 2019, among JOHN KEELER & CO. INC., a Florida corporation doing business as Blue Star Foods ("*Existing Borrower*"), COASTAL PRIDE SEAFOOD, LLC, a Florida limited liability company ("*New Borrower*"), and together with Existing Borrower, "*Borrowers*"), and ACF FINCO I LP, a Delaware limited partnership ("*Lender*").

Existing Borrower and Lender are parties to that certain Loan and Security Agreement dated as of August 31, 2016 (as at any time amended, restated, supplemented or otherwise modified, the "*Loan Agreement*").

Pursuant to the Loan Agreement, Existing Borrower and Lender entered into a Trademark Security Agreement dated as of August 31, 2016 (as at any time amended, restated, supplemented or otherwise modified, the "*Trademark Security Agreement*").

New Borrower has become a "Borrower" under (and as defined in) the Loan Agreement pursuant to a certain Joinder and Seventh Amendment to Loan and Security Agreement dated on or about the date hereof (the "*Loan Agreement Joinder*"), and in connection therewith, has granted to Lender a lien in all personal property of New Borrower, including, without limitation, the Trademark Collateral (as defined below).

A condition to the effectiveness of the Loan Agreement Joinder is the execution and delivery of this Joinder Agreement by New Borrower.

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

1. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Trademark Security Agreement and, if not defined therein, as defined in the Loan Agreement. The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Joinder Agreement as a whole and not to any particular section, paragraph or subdivision. All references to any Person shall mean and include the successors and permitted assigns of such Person. Wherever the word "including" shall appear in this Joinder Agreement, such word shall be understood to mean "including, without limitation."

2. By its signature below, New Borrower hereby agrees that it is a "Borrower" under, bound by and subject to all of the provisions of the Trademark Security Agreement with the same force and effect as if New Borrower was an original signatory thereto and a "Borrower" thereunder on the effective date thereof, and New Borrower hereby agrees to abide by and perform all of its obligations as a "Borrower" under the Trademark Security Agreement. Each reference to "Borrower" in the Trademark Security Agreement shall be understood to mean and include New Borrower as well as Existing Borrower, individually and collectively as the context may require. The terms of the Trademark Security Agreement are hereby incorporated into this Joinder Agreement by reference. With respect to the representations, warranties and covenants contained in the Trademark Security Agreement made by New Borrower, all references to Exhibit A and Exhibit B therein shall be deemed to be references to Exhibit A and Exhibit B attached to this Joinder Agreement.

3. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Lender, New Borrower does hereby mortgage, pledge and hypothecate to Lender, and grant to Lender for its benefit,

first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by New Borrower (the “*Trademark Collateral*”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in *Exhibit A* attached hereto;

(b) all extensions, renewals and reexaminations of any of the items described in **paragraph (a)**, immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **paragraphs (a) and (b)**, above;

(d) all trademark licenses, including each trademark license referred to in *Exhibit B* attached hereto; and

(e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of New Borrower to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in *Exhibit A* attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license referred to in *Exhibit B* attached hereto, and all rights corresponding thereto throughout the world.

The security interests and rights, powers, remedies and privileges granted to Lender hereby have been granted as a supplement to, and not in limitation of, the security interests and rights, powers, remedies and privileges granted to Lender for its benefit under the other Loan Documents. The Loan Documents (and all rights, powers, remedies and privileges of Lender thereunder) shall remain in full force and effect in accordance with their terms notwithstanding New Borrower’s execution, delivery or performance of this Joinder Agreement. New Borrower acknowledges and agrees that Trademark Collateral securing any purchase money security interest in favor of Lender also secures all non-purchase money security interests in favor of Lender.

4. New Borrower represents and warrants to Lender that this Joinder Agreement has been duly authorized, executed and delivered by New Borrower and constitutes a legal, valid and binding obligation of New Borrower enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors’ rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. Except as otherwise expressly provided in this Joinder Agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Joinder Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction. If any provision in or obligation under this Joinder Agreement shall

be invalid, illegal or otherwise unenforceable in any jurisdiction, then the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

6. This Joinder Agreement, together with the Trademark Security Agreement, embody the entire understanding and agreement among the parties with respect to the subject matter thereof.

7. This Joinder Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of such counterparts shall constitute but one and the same instrument. Any manually executed signature delivered by a party by facsimile or electronic mail transmission shall be deemed to be an original signature hereto.

8. This Joinder Agreement shall be effective when accepted by Lender (the other parties hereto hereby waiving notice of such acceptance), and thereupon shall be deemed to be a contract governed by and construed and enforced in accordance with the internal laws of the State of New York applicable to contracts made and performed entirely in such State without regard to its principles of conflicts of laws that would result in a governing law other than the law of the State of New York. Borrowers acknowledge and agree that notice delivered to Existing Borrower as set forth in the Trademark Security Agreement shall be effective as notice delivered to New Borrower.

9. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, BORROWERS AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT ANY BORROWER OR LENDER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, ACTION, SUIT OR PROCEEDING, DIRECTLY OR INDIRECTLY, AT ANY TIME ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS JOINDER AGREEMENT, THE TRADEMARK SECURITY AGREEMENT, ANY LOAN, ANY NOTE, ANY LOAN DOCUMENT OR ANY TRANSACTION CONTEMPLATED BY THIS JOINDER AGREEMENT OR THE TRADEMARK SECURITY AGREEMENT, BEFORE OR AFTER MATURITY.

[Remainder of page left intentionally blank; signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Joinder Agreement as of the day and year first written above.

NEW BORROWER:

COASTAL PRIDE SEAFOOD, LLC

By: _____
Name: John Keeler
Title: Chief Executive Officer

EXISTING BORROWER:

JOHN KEELER & CO. INC.

By: _____
Name: John Keeler
Title: Executive Chairman

ACCEPTED BY LENDER:

ACF FINCO I LP

By: _____
Name: John Nooney
Title: Managing Director

[Joinder Agreement to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Joinder Agreement as of the day and year first written above.

NEW BORROWER:

COASTAL PRIDE SEAFOOD, LLC

By: _____
Name: John Keeler
Title: Chief Executive Officer

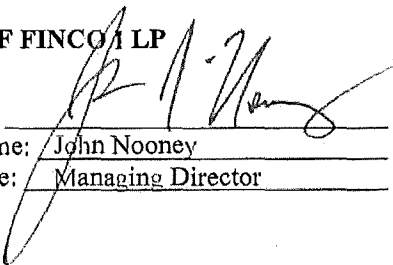
EXISTING BORROWER:

JOHN KEELER & CO. INC.

By: _____
Name: John Keeler
Title: Executive Chairman

ACCEPTED BY LENDER:

ACF FINCO I LP

By: 
Name: John Nooney
Title: Managing Director

[Joinder Agreement to Trademark Security Agreement]

EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Registration No.	Registration Date	Application No.	Application Date	Owner
Lubkin's Coastal Pride	2879531	8/31/04	78289067	8/19/03	Coastal Pride Seafood, LLC
Lubkin's Good Stuff	N/A	N/A	87919629	5/14/18	Coastal Pride Seafood, LLC
Lubkin's First Choice	N/A	N/A	88645685	10/8/19	Coastal Pride Seafood, LLC

EXHIBIT B

LICENSES OF, AND LIENS AND ENCUMBRANCES ON, TRADEMARK COLLATERAL

None.