

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ocean Garden Products, Inc.		03/11/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3348141		
Registration Number:	3148106		
Registration Number:	3114235		
Registration Number:	3106922		
Registration Number:	3640630	AUTHENTIC MEXICAN SHRIMP THE WORLD STAND	
Registration Number:	1987006		
Registration Number:	1867109		
Registration Number:	1326201		
Registration Number:	1467566	ASIAN GARDEN	
Registration Number:	1288058	COMPASS	
Registration Number:	1736832	CREST	
Registration Number:	2428436	CRUISE	
Registration Number:	2528476	FIESTA GARDEN	
Registration Number:	1307303	MARK	
Registration Number:	1288059	OCEAN GARDEN	
Registration Number:	0739467	OCEAN GLO	
Registration Number:	2196042	OCEAN SHELL	
Registration Number:	1289235	OCEAN STAR	

OP \$540.00 3348141

Property Type	Number	Word Mark
Registration Number:	2919955	OCEAN STAR GOLD
Registration Number:	2196032	PRIDE OF MEXICO
Registration Number:	2880533	SEAFOOD EXCELLENCE SINCE 1957

CORRESPONDENCE DATA

Fax Number: 2158325619
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.
Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (140690-01115 ND)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	140690-01115
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/11/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of March 11, 2021 by OCEAN GARDEN PRODUCTS, INC., a California corporation ("*Ocean Garden*") and together with any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the "*Grantors*" and each individually, a "*Grantor*") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender");

W I T N E S S E T H

WHEREAS, each Grantors, certain Grantors' affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule I annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's

option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

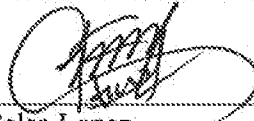
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

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IN WITNESS WHEREOF, Each Grantor has duly executed this Agreement as of the date first written above.

OCEAN GARDEN PRODUCTS, INC.


By: 
Name: Celso Lopez
Title: President and Chief Executive Officer

By: 
Name: Christina Creighton
Title: Treasurer and Assistant Secretary

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: 
Name: Anthony Lavinio
Title: Authorized Signatory





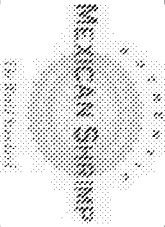
By: 
Name: Steve Sanicola
Title: Authorized Signatory


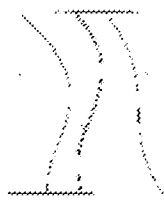
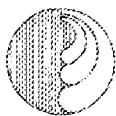
SCHEDULE 1

(a) Patents and Patent Licenses

None.

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Jurisdiction	Registration Date (Application Date)	Registration Number (Application Number)
Ocean Garden Products, Inc.		USA	12/4/2007	3348141
Ocean Garden Products, Inc.		USA	9/26/2006	3148106
Ocean Garden Products, Inc.		USA	7/11/2006	3114235
Ocean Garden Products, Inc.		USA	6/20/2006	3106922
Ocean Garden Products, Inc.		USA	6/16/2009	3640630

Grantor	Trademark	Jurisdiction	Registration Date (Application Date)	Registration Number (Application Number)
Ocean Garden Products, Inc.		USA	7/16/1996	1987006
Ocean Garden Products, Inc.		USA	12/13/1994	1867109
Ocean Garden Products, Inc.		USA	3/19/1985	1326201
Ocean Garden Products, Inc.	ASIAN GARDEN	USA	12/1/1987	1467566
Ocean Garden Products, Inc.	COMPASS	USA	7/31/1984	1288058
Ocean Garden Products, Inc.	CREST	USA	(12/1/1992)	(1736832)
Ocean Garden Products, Inc.	CRUISE	USA	2/13/2001	2428436
Ocean Garden Products, Inc.	FIESTA GARDEN	USA	1/8/2002	2528476
Ocean Garden Products, Inc.	MARK	USA	11/27/1984	1307303
Ocean Garden Products, Inc.	OCEAN GARDEN	USA	7/31/1984	1288059
Ocean Garden Products, Inc.	OCEAN GLO	USA	10/16/1962	0739467
Ocean Garden Products, Inc.	OCEAN SHELL	USA	10/13/1998	2196042
Ocean Garden Products, Inc.	OCEAN STAR	USA	8/7/1984	1289235
Ocean Garden Products, Inc.	OCEAN STAR GOLD	USA	1/18/2005	2919955
Ocean Garden Products, Inc.	PRIDE OF MEXICO	USA	10/13/1998	2196032
Ocean Garden Products, Inc.	SEAFOOD EXCELLENCE SINCE 1957	USA	8/31/2004	2880533
Ocean Garden Products, Inc.	Asian Garden	Canada	12/18/87	335473
Ocean Garden Products, Inc.	Asian Garden - 2	Indonesia	3/17/95	357393
Ocean Garden Products, Inc.	Compass	Mexico	06/26/00	660634
Ocean Garden Products, Inc.	Compass with Katakana	Japan	3/13/98	4124890
Ocean Garden Products, Inc.	Cruise	Mexico	1/15/92	403629
Ocean Garden Products, Inc.	Design of Baja & Helm	China	12/14/98	1231397

Grantor	Trademark	Jurisdiction	Registration Date (Application Date)	Registration Number (Application Number)
Ocean Garden Products, Inc.	Design of Boat	Canada	03/05/07	682882
Ocean Garden Products, Inc.	Design of Boat	Mexico	12/09/05	913134
Ocean Garden Products, Inc.	Design of Headless Shrimp	Canada	05/16/07	TMA687829
Ocean Garden Products, Inc.	Design of Headless Shrimp	Mexico	09/14/06	952276
Ocean Garden Products, Inc.	Design of Shrimp with Head	Mexico	8/25/05	955217
Ocean Garden Products, Inc.	Design of Wave	European Community	10/20/97	001153931
Ocean Garden Products, Inc.	Design of Wave	Japan	3/5/99	4246338
Ocean Garden Products, Inc.	Design of Wave	Canada	3/13/92	395717
Ocean Garden Products, Inc.	Design of Wave New	Canada	08/28/08	TMA 722,619
Ocean Garden Products, Inc.	Design of Wave New	Mexico	12/09/05	913132
Ocean Garden Products, Inc.	Design of Wave with Shrimp	Canada	11/19/99	519608
Ocean Garden Products, Inc.	Design of Wave With Shrimp	European Community	9/25/00	001154160
Ocean Garden Products, Inc.	Design of Wave with Shrimp	Japan	3/5/99	4246337
Ocean Garden Products, Inc.	Design of Wave Within Circle	Mexico	5/12/92	413012
Ocean Garden Products, Inc.	Design of Wave Within Circle (Surf Logo)	Taiwan	1/16/95	667127
Ocean Garden Products, Inc.	Fiesta Garden	Mexico	3/27/00	647158
Ocean Garden Products, Inc.	Mark	Canada	12/31/59	116477
Ocean Garden Products, Inc.	Mark	Mexico	7/26/93	438037
Ocean Garden Products, Inc.	Ocean Garden	Canada	6/28/57	107143
Ocean Garden Products, Inc.	Ocean Garden	European Community	8/7/98	165076
Ocean Garden Products, Inc.	Ocean Garden	Mexico	3/6/30	29863
Ocean Garden Products, Inc.	Ocean Garden	Taiwan	2/16/95	670548
Ocean Garden Products, Inc.	Ocean Shell	Mexico	3/30/90	374848
Ocean Garden Products, Inc.	Ocean Star	Taiwan	5/1/77	89177
Ocean Garden Products, Inc.	Pride of Mexico	Mexico	10/23/97	565785
Ocean Garden Products, Inc.	Lucky Catch	Canada	(10/03/18)	App 1923466
Ocean Garden Products, Inc. (listed as Client) L.A. Link (Huntington Beach) Corp. (listed as	Calmex and Pink Label Design with Gold	China	(01/29/20)	App 43909870

Grantor	Trademark	Jurisdiction	Registration Date (Application Date)	Registration Number (Application Number)
Owner)				
Ocean Garden Products, Inc.	Ocean Garden	France	12/05/90	1631532
Ocean Garden Products, Inc.	Ocean Star	Hong Kong	07/31/75	19760614
Ocean Garden Products, Inc.	Asian Garden	Indonesia	09/01/92	515501
Ocean Garden Products, Inc.	Ocean Star	Mexico	06/25/97	551296
Ocean Garden Products, Inc.	Asian Garden	Thailand	01/14/91	KOR129175
Ocean Garden Products, Inc.	Design of Wave	United Kingdom	10/20/97	UK00901153931
Ocean Garden Products, Inc.	Design of Wave with Shrimp	United Kingdom	09/25/00	UK00901154160
Ocean Garden Products, Inc.	Ocean Garden	United Kingdom	08/07/98	UK00900165076

(c) Copyrights and Copyright Licenses

None.

TRADEMARK

REEL: 007218 FRAME: 0860

RECORDED: 03/11/2021