

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689141

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BUMBLE BEE FOODS, LLC,		10/29/2021	Limited Liability Company: DELAWARE
CLOVER LEAF SEAFOODS CORP.		10/29/2021	Corporation: CANADA
FCF AMERICAS		10/29/2021	Exempt Company: CAYMAN ISLANDS
ANOVA HOLDING COMPANY		10/29/2021	Exempt Company: CAYMAN ISLANDS
CLOVER LEAF SEAFOODS HOLDINGS CORP.		10/29/2021	Corporation: CANADA
BUMBLE BEE HOLDING COMPANY 1		10/29/2021	Corporation: DELAWARE
BUMBLE BEE HOLDING COMPANY 2		10/29/2021	Corporation: DELAWARE
CORAL TRIANGLE PROCESSORS, LLC		10/29/2021	Limited Liability Company: MARSHALL ISLANDS
ANOVA TECHNICAL SERVICES, LLC		10/29/2021	Limited Liability Company: MARSHALL ISLANDS
CONNORS BROS. MARINE CORP.		10/29/2021	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Taiwan Cooperative Bank
Street Address:	601 S. Figueroa St., Suite 3500
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Corporation: TAIWAN

PROPERTY NUMBERS Total: 79

Property Type	Number	Word Mark
Serial Number:	90896820	BEACH CLIFF
Serial Number:	90897091	BEACH CLIFF
Serial Number:	90788857	ORLEANS
Serial Number:	90788855	ORLEANS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88444317	TRUE WATER FOODS
Serial Number:	88789417	TRUE WATER FOODS BY BUMBLE BEE
Registration Number:	4952755	A KEY INGREDIENT IN A HEALTHIER LIFE
Registration Number:	5073282	ANOVA
Registration Number:	5992586	ANOVA
Registration Number:	2101529	ANOVA
Registration Number:	5073281	ANOVA
Registration Number:	770058	BEACH CLIFF
Registration Number:	4965695	BEE BUCKS
Registration Number:	4892597	
Registration Number:	0581074	
Registration Number:	3652458	
Registration Number:	6071102	BEE WELL FOR LIFE
Registration Number:	6176803	BEE WELL FOR LIFE
Registration Number:	6071129	BEE WELL FOR LIFE EST. 1899
Registration Number:	6142031	BEE WELL FOR LIFE EST. 1899
Registration Number:	6342612	BEE WELL FOR LIFE EST. 1899 WILD CAUGHT
Registration Number:	6513203	BP BUMBLE BEE PRIME
Registration Number:	5277972	
Registration Number:	6136461	BUMBLE BEE
Registration Number:	2896903	BUMBLE BEE
Registration Number:	1010513	BUMBLE BEE
Registration Number:	4466479	BUMBLE BEE BRAND
Registration Number:	4693506	
Registration Number:	2924759	
Registration Number:	6513202	BUMBLE BEE PRIME
Registration Number:	3167917	BUMBLE BEE SENSATIONS
Registration Number:	4118369	
Registration Number:	2561821	CLEARSMOKE
Registration Number:	3560944	CORAL
Registration Number:	5238361	EATS LIKE A SNACK. TASTES LIKE A MEAL.
Registration Number:	6148154	FISHING & LIVING IMPROVING LIFE IN THE F
Registration Number:	4294478	FISHING AND LIVING
Registration Number:	2847741	FROM THE KITCHENS OF SWEET SUE
Registration Number:	6149192	GRAB IT. SPORK IT. LOVE IT.
Registration Number:	5161422	KUMABACHI
Registration Number:	6522327	
Serial Number:	88098828	MAKI MAKERS

Property Type	Number	Word Mark
Registration Number:	5218513	MYFISH
Registration Number:	5397506	MYFISH BY ANOVA
Registration Number:	4105536	NATURAL BLUE
Registration Number:	2262099	ORLEANS
Registration Number:	1895207	PICNIC
Registration Number:	2338271	PRAIRIE BELT
Registration Number:	2357185	PRAIRIE BELT
Registration Number:	4086391	PRIME FILLET
Registration Number:	3203187	PRIME FILLET
Registration Number:	3505145	PRIME FILLET
Registration Number:	6512297	PROTEIN ON THE RUN
Registration Number:	6336871	QUICK CATCH
Registration Number:	6336870	QUICK CATCH
Registration Number:	5547509	SANDWICH IN SECONDS
Registration Number:	5547511	SANDWICH IN SECONDS
Registration Number:	6009472	SEAFOOD PERFECTED
Registration Number:	1528450	SNOW'S
Registration Number:	2502482	SNOW'S
Registration Number:	740724	SNOW'S
Registration Number:	6230262	SNOW'S
Registration Number:	6205865	SNOW'S
Registration Number:	1146250	SNOW'S
Registration Number:	1532202	SNOW'S
Registration Number:	6230265	SNOW'S CAP'N SNOW'S
Registration Number:	2502490	SNOW'S: THE CHOWDER PEOPLE
Registration Number:	4685939	SPECIES SELECT
Registration Number:	1033998	SWEET SUE
Registration Number:	3194038	SWEET SUE
Registration Number:	2338247	SWEET SUE
Registration Number:	5537396	THE BUMBLE BEE EFFECT
Registration Number:	5521497	THE ORIGINAL SUPERFOOD
Registration Number:	4969819	TUNA STRONG
Registration Number:	3669843	WILD SELECTIONS
Registration Number:	5567284	WILD SELECTIONS
Registration Number:	6391138	YES! BUMBLE BEE!
Registration Number:	5218510	YOI UMI
Registration Number:	5152050	ONLY BUMBLE BEE ALBACORE WILL DO

CORRESPONDENCE DATA**Fax Number:** 2136234581*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:** 213 689 5114**Email:** melinda.gatto@squirepb.com**Correspondent Name:** Patrick Fields**Address Line 1:** c/o Squire Patton Boggs (US) LLP**Address Line 2:** 555 S. Flower ST**Address Line 4:** Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Patrick Fields
SIGNATURE:	/Patrick Fields/
DATE SIGNED:	11/18/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of October 29, 2021, by and among Grantors listed on the signature pages hereof (collectively “Grantors” and each individually “Grantor”), and **TAIWAN COOPERATIVE BANK**, a Republic of China bank acting through its Los Angeles Branch (“TCB”), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (the “Credit Agreement”) by and among the banks, financial institutions and other investors from time to time party thereto (such banks, financial institutions and other investors, each individually as a “Lender” and collectively as the “Lenders”), TCB, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, “Agent”), as sole bookrunner, (Agent and Collateral Agent are referred to hereinafter collectively, as “Agents”), BUMBLE BEE FOODS, LLC, a Delaware limited liability company (the “U.S. Borrower”), and CLOVER LEAF SEAFOODS CORP., a British Columbia corporation (the “Canadian Borrower”; the Canadian Borrower, together with the U.S. Borrower, each, individually, a “Borrower” and, collectively, the “Borrowers”), FCF AMERICAS, an exempted company incorporated with limited liability under the laws of the Cayman Islands (“Holdings”), and FCF CO., LTD., a Republic of China corporation (“Ultimate Parent Company”), certain Secured Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

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

1. **DEFINED TERMS**. All initially capitalized terms used herein (including in the Preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Security Agreement or, if not defined therein, in the Credit Agreement (including Schedule 1.1 thereto).
2. **CERTAIN LIMITED USE EXCLUSIONS**. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any “intent-to-use” trademark application to the extent and for so long as the creation of a security interest therein would invalidate the applicable Grantor’s right, title, or interest therein.
3. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (subject to Permitted Liens) (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title, and interest in and to the Trademarks and the exclusive

Intellectual Property Licenses in respect of Trademarks to which it is a licensee including those referred to on Schedule I, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”).

4. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent or any Secured Party, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. Subject to the terms of the Security Agreement, Grantors hereby authorize Collateral Agent to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission also shall, if requested by another party hereto, deliver an original executed counterpart of this Trademark Security Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, the rules of construction set forth in Section 1.4 of the Credit Agreement shall apply to this Trademark Security Agreement. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the

plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

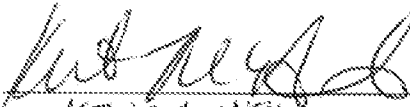
9. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature pages to follow.]

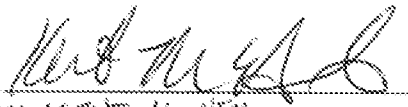
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first written above.

Grantors:


BUMBLE BEE FOODS, LLC,
a Delaware limited liability company

By: 
Name: KENT MCNEIL
Title: EVP & CFO

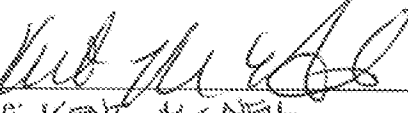
CLOVER LEAF SEAFOODS CORP.,
a British Columbia corporation,
as Canadian Borrower

By: 
Name: KENT MCNEIL
Title: SECRETARY

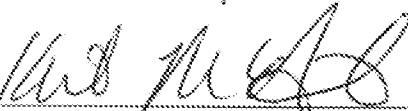
FCF AMERICAS,
a Cayman Islands exempt company,
as Holdings and as a Guarantor

By: 
Name: KENT MCNEIL
Title: VICE PRESIDENT

ANOVA HOLDING COMPANY,
a Cayman Islands exempt company

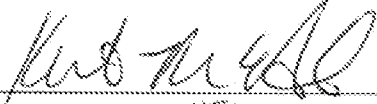
By: 
Name: KENT MCNEIL
Title: VICE PRESIDENT

CLOVER LEAF SEAFOODS HOLDINGS CORP.,
a British Columbia corporation

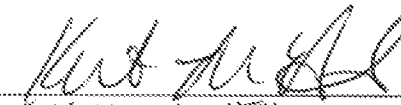
By: 
Name: KENT MCNEIL
Title: EVP & CFO

Signature Pages to Trademark Security Agreement

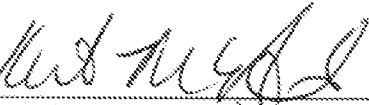
BUMBLE BEE HOLDING COMPANY 1,
a Delaware corporation

By: 
Name: KENT MCNEIL
Title: VICE PRESIDENT

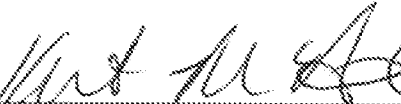
BUMBLE BEE HOLDING COMPANY 2,
a Delaware corporation

By: 
Name: KENT MCNEIL
Title: VICE PRESIDENT


CORAL TRIANGLE PROCESSORS, LLC,
a Marshall Islands limited liability company

By: 
Name: KENT MCNEIL
Title: TREASURER

ANOVA TECHNICAL SERVICES, LLC,
a Marshall Islands limited liability company

By: 
Name: KENT MCNEIL
Title: TREASURER

CONNORS BROS. MARINE CORP.,
a British Columbia corporation

By: 
Name: KENT MCNEIL
Title: VICE PRESIDENT

Signature Pages to Trademark Security Agreement

Collateral Agent:

Taiwan Cooperative Bank, acting through
its Los Angeles Branch Office, as Collateral Agent

By: Tao-Lun Lin

Name: Tao-Lun Lin

Title: Vice President and General Manager

US TRADEMARKS

Current Owner	Country	Mark	Application/ Registration No.	App/Reg Date
Bumble Bee Foods, LLC	United States	BEACH CLIFF (design-2021)	90896820	08/16/2021
Bumble Bee Foods, LLC	United States	BEACH CLIFF (word -2021)	90897091	08/23/2021
Bumble Bee Foods, LLC	United States	ORLEANS (kits)	90788857	06/22/2021
Bumble Bee Foods, LLC	United States	ORLEANS (seafood)	90788855	06/22/2021
Bumble Bee Foods, LLC	United States	True Water Foods	88444317	05/23/2019
Bumble Bee Foods, LLC	United States	True Water Foods By Bumble Bee	88789417	02/07/2020
Bumble Bee Foods, LLC	United States	A KEY INGREDIENT IN A HEALTHIER LIFE	4952755	05/03/2016
Bumble Bee Foods, LLC	United States	Anova	5073282	11/01/2016
Bumble Bee Foods, LLC	United States	Anova + Design	5992586	02/18/2020
Bumble Bee Foods, LLC	United States	ANOVA and Design	2101529	09/30/1997
Bumble Bee Foods, LLC	United States	Anova plus design	5073281	11/01/2016
Bumble Bee Foods, LLC	United States	BEACH CLIFF	770058	05/19/1964
Bumble Bee Foods, LLC	United States	BEE BUCKS	4965695	05/24/2016
Bumble Bee Foods, LLC	United States	BEE Design	4892597	01/26/2016
Bumble Bee Foods, LLC	United States	Bee Design (Bee with hat, pants and boots)	581074	10/13/1953
Bumble Bee Foods, LLC	United States	Bee in Chef's Hat Design (Bee in chef's hat and striped shirt)	3652458	07/07/2009
Bumble Bee Foods, LLC	United States	BEE WELL FOR LIFE	6,071,102	06/02/2020
Bumble Bee Foods, LLC	United States	BEE WELL FOR LIFE	6176803	10/13/2020
Bumble Bee Foods, LLC	United States	BEE WELL FOR LIFE EST 1899 (design)	6,071,129	06/02/2020
Bumble Bee Foods, LLC	United States	BEE WELL FOR LIFE EST. 1899 (design)	6142031	09/01/2020
Bumble Bee Foods, LLC	United States	BEE WELL FOR LIFE EST. 1899 WILD CAUGHT (+Design)	6342612	05/04/2021
Bumble Bee Foods, LLC	United States	BP BUMBLE BEE PRIME (design)	6513203	10/05/2021
Bumble Bee Foods, LLC	United States	Brisling Sardine Label Design	5277972	08/29/2017
Bumble Bee Foods, LLC	United States	BUMBLE BEE	6136461	08/25/2020
Bumble Bee Foods, LLC	United States	BUMBLE BEE	2896903	10/26/2004
Bumble Bee Foods, LLC	United States	BUMBLE BEE and Single Bee Design	1010513	05/13/1975
Bumble Bee Foods, LLC	United States	BUMBLE BEE BRAND and Design	4466479	01/14/2014
Bumble Bee Foods, LLC	United States	BUMBLE BEE CHARACTER Design only	4,693,506	02/24/2015
Bumble Bee Foods, LLC	United States	Bumble Bee in Port Hole Design	2924759	02/08/2005

Bumble Bee Foods, LLC	United States	BUMBLE BEE PRIME (word)	6513202	10/05/2021
Bumble Bee Foods, LLC	United States	BUMBLE BEE SENSATIONS	3167917	11/07/2006
Bumble Bee Foods, LLC	United States	Canned Clams Label Trade Dress	4118369	03/27/2012
Bumble Bee Foods, LLC	United States	CLEARSMOKE	2561821	04/16/2002
Bumble Bee Foods, LLC	United States	CORAL	3560944	01/13/2009
Bumble Bee Foods, LLC	United States	EATS LIKE A SNACK. TASTES LIKE A MEAL.	5,238,361	07/04/2017
Bumble Bee Foods, LLC	United States	FISHING & LIVING IMPROVING LIFE IN THE FISHING COMMUNITY (+Design)	6148154	09/08/2020
Bumble Bee Foods, LLC	United States	FISHING AND LIVING	4294478	02/26/2013
Bumble Bee Foods, LLC	United States	FROM THE KITCHENS OF SWEET SUE and Design	2847741	06/01/2004
Bumble Bee Foods, LLC	United States	GRAB IT. SPORK IT. LOVE IT.	6149192	09/08/2020
Bumble Bee Foods, LLC	United States	KUMABACHI	5161422	03/14/2017
Bumble Bee Foods, LLC	United States	Lighthouse (stylized design)	6522327	10/12/2021
Bumble Bee Foods, LLC	United States	MAKI MAKERS	88098828	08/29/2019
Bumble Bee Foods, LLC	United States	MYFISH	5218513	06/06/2017
Bumble Bee Foods, LLC	United States	MYFISH BY ANOVA - Stylized and design.	5397506	02/06/2018
Bumble Bee Foods, LLC	United States	NATURAL BLUE	4105536	02/28/2012
Bumble Bee Foods, LLC	United States	ONLY BUMBLE BEE ALBACORE WILL DO	5,152,050	02/28/2017
Bumble Bee Foods, LLC	United States	ORLEANS	2262099	07/20/1999
Bumble Bee Foods, LLC	United States	PICNIC	1895207	05/23/1995
Bumble Bee Foods, LLC	United States	PRAIRIE BELT	2338271	04/04/2000
Bumble Bee Foods, LLC	United States	PRAIRIE BELT and Boy Design	2357185	06/13/2000
Bumble Bee Foods, LLC	United States	PRIME FILLET	4086391	01/17/2012
Bumble Bee Foods, LLC	United States	PRIME FILLET	3203187	01/23/2007
Bumble Bee Foods, LLC	United States	PRIME FILLET	3505145	09/23/2008
Bumble Bee Foods, LLC	United States	PROTEIN ON THE RUN	6512297	10/05/2021
Bumble Bee Foods, LLC	United States	QUICK CATCH (design)	6336871	04/27/2021
Bumble Bee Foods, LLC	United States	QUICK CATCH (word)	6336870	04/27/2021
Bumble Bee Foods, LLC	United States	SANDWICH IN SECONDS	5547509	08/21/2018
Bumble Bee Foods, LLC	United States	SANDWICH IN SECONDS stylized	5547511	08/21/2018
Bumble Bee Foods, LLC	United States	SEAFOOD PERFECTED	6009472	03/10/2020
Bumble Bee Foods, LLC	United States	SNOW'S	1528450	03/07/1989
Bumble Bee Foods, LLC	United States	SNOW'S	2502482	10/30/2001
Bumble Bee Foods, LLC	United States	SNOW'S	740724	11/13/1962
Bumble Bee Foods, LLC	United States	SNOW'S (design)	6230262	12/22/2020
Bumble Bee Foods, LLC	United States	SNOW'S (word)	6205865	11/24/2020
Bumble Bee Foods, LLC	United States	SNOW'S and Ship Design	1146250	01/20/1981
Bumble Bee Foods, LLC	United States	SNOW'S and Ship Design	1532202	03/28/1989
Bumble Bee Foods, LLC	United States	SNOW'S CAP'N SNOW'S (design)	6230265	12/22/2020
Bumble Bee Foods, LLC	United States	SNOW'S THE CHOWDER PEOPLE	2502490	10/30/2001

Bumble Bee Foods, LLC	United States	SPECIES SELECT	4685939	02/10/2015
Bumble Bee Foods, LLC	United States	SWEET SUE	1033998	02/17/1976
Bumble Bee Foods, LLC	United States	SWEET SUE	3194038	01/02/2007
Bumble Bee Foods, LLC	United States	SWEET SUE and Girl Design	2338247	04/04/2000
Bumble Bee Foods, LLC	United States	THE BUMBLE BEE EFFECT	5537396	08/07/2018
Bumble Bee Foods, LLC	United States	THE ORIGINAL SUPERFOOD	5521497	07/17/2018
Bumble Bee Foods, LLC	United States	TUNA STRONG	4969819	05/31/2016
Bumble Bee Foods, LLC	United States	WILD SELECTIONS	3669843	08/18/2009
Bumble Bee Foods, LLC	United States	WILD SELECTIONS (+DESIGN)	5567284	09/18/2018
Bumble Bee Foods, LLC	United States	YES! BUMBLE BEE! (word)	6391138	06/15/2021
Bumble Bee Foods, LLC	United States	YOI UMI	5218510	06/06/2017