

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COPC Inc.		03/31/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	38 Fountain Square		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2526579	CERTIFIED COPC 2000	
Registration Number:	2077548	COPC	
Registration Number:	2463417	COPC	
Registration Number:	2477350	COPC	
Registration Number:	2479207	COPC	
Registration Number:	2524054	COPC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(312) 288-3549		
Email:	susan.jacoby@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle Street		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Magdalena Lazarz		
SIGNATURE:	/Magdalena Lazarz/		
DATE SIGNED:	04/12/2021		

OP \$165.00 2526579

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 31st day of March, 2021, COPC Inc., a New York corporation (“*Debtor*”), with its principal place of business and mailing address at 941 West Morse Boulevard, Suite 100, Winter Park Florida 32789, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to Fifth Third Bank, National Association (“*Fifth Third*”), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the “*Administrative Agent*”), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Security Agreement dated as of March 31, 2021 by and among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without 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*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COPC INC.

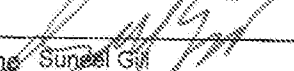
By 
Name: James Kyle Kennedy
Title: Chief Operating Officer, President
and Treasurer

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT -- COPC INC.]

TRADEMARK
REEL: 007253 FRAME: 0134

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By 
Name Suneel Gill
Title Senior Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT -- COPC INC.]

TRADEMARK
REEL: 007253 FRAME: 0135

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
CERTIFIED COPC 200 W/DESIGN	2,526,579	01/08/2002
COPC	2,077,548	07/08/1997
COPC	2,463,417	06/26/2001
COPC W/DESIGN	2,477,350	08/14/2001
COPC W/DESIGN	2,479,207	08/21/2001
COPC	2,524,054	01/01/2002