OP \$240.00 87318943

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM505603

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONCEPT SIX LLC		12/21/2018	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Israel Discount Bank of New York	
Street Address:	511 Fifth Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	
Entity Type:	Bank: UNITED STATES	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	87318943	COOPERS COVE
Serial Number:	87318939	COOPERS COVE
Serial Number:	87318927	COOPERS COVE
Serial Number:	87318907	COOPERS COVE
Serial Number:	87318898	COOPERS COVE
Serial Number:	87318889	COOPERS COVE
Serial Number:	87318881	COOPERS COVE
Serial Number:	87318851	COOPERS COVE
Serial Number:	87976871	COOPERS COVE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: James.Murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

TRADEMARK REEL: 006522 FRAME: 0879

NAME OF SUBMITTER:	Robin Riley	
SIGNATURE:	/Robin Riley/	
DATE SIGNED:	01/11/2019	
Total Attachments: 6 source=USPA - Concept Six LLC Trademark Security Agmt with Cover Page#page1.tif		

source=USPA - Concept Six LLC Trademark Security Agmt with Cover Page#page1.tif source=USPA - Concept Six LLC Trademark Security Agmt with Cover Page#page2.tif source=USPA - Concept Six LLC Trademark Security Agmt with Cover Page#page3.tif source=USPA - Concept Six LLC Trademark Security Agmt with Cover Page#page4.tif source=USPA - Concept Six LLC Trademark Security Agmt with Cover Page#page5.tif source=USPA - Concept Six LLC Trademark Security Agmt with Cover Page#page6.tif

TRADEMARK REEL: 006522 FRAME: 0880 Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005

RECORDATION FORM COVER SHEET TRADEMARKS ONLY			
To the director of the U. S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.		
1. Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)		
CONCEPT SIX LLC	☐ Yes Additional names, addresses, or citizenship attached? ☐ No		
	Name: Israel Discount Bank of New York		
☐ Individual(s) ☐ Association	Internal Address:		
☐General Partnership ☐Limited Partnership	Street Address: 511 Fifth Avenue		
☐ Corporation			
∑Limited Liability Company	City: New York State: NY		
Citizenship: NY			
Execution Date(s): December 21, 2018	Country: USA Zip: 10017		
Additional names of conveying parties attached? ☐Yes ☒No			
	⊠ Association Citizenship:		
3. Nature of conveyance:	☐ General Partnership Citizenship:		
☐ Assignment ☐ Merger	☐ Limited Partnership Citizenship:		
☐ Security Agreement ☐ Change of Name	☐ Corporation Citizenship:		
☐ Other: Trademark Security Agreement	☐ Other <u>Bank</u> Citizenship: <u>USA</u>		
Other: Trademark decurry Agreement	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and ident			
A. Trademark Application No.(s) See Attached Schedule 1	B. Trademark Registration No.(s) See Attached Schedule 1		
C. Identification or Description of Trademark(s) (and Filing Date if	Additional sheet(s) attached? ⊠ Yes □No Application or Registration Number is unknown)		
5. Name address of party to whom correspondence concerning document should be mailed:	Total number of applications and registrations involved: 9		
Name: <u>Robin Riley</u>	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Internal Address: Otterbourg P.C.	Authorized to be charged by credit card		
Street Address: 230 Park Avenue	☐ Authorized to be charged to deposit account ☐ Enclosed		
City: New York	8. Payment Information:		
State: <u>NY</u> Zip: <u>10169</u>	a. Credit Card Last 4 Numbers		
Phone Number: <u>212-905-3705</u>	Expiration Date		
Fax Number:	b. Deposit Account Number		
Email Address: rriley@otterbourg.com Authorized User Name:			
9. Signature: Bolow Billey Signature	<u>December 28, 2018</u> Date Total number of pages including cover		
Robin Riley Name of Person Signing	sheet, attachments, and document: 6		

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of December 21, 2018, is made by CONCEPT SIX LLC, a New York limited liability company (the "Grantor") in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("Secured Party").

WHEREAS, the Grantor has entered into a Security Agreement, dated as of December 21, 2018 (as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Security Agreement"), between the Grantor, certain of the Grantor's affiliates and Secured Party; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with Secured Party as follows:

- 1. Grant of Security Interest. The Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):
- (a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.
- **3. Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5520859.2

The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

- **Execution in Counterparts**. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- **5. Successors and Assigns**. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- **Governing Law**. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CONCEPT SIX LLC

	By:
	Address for Notices:
	1411 Broadway, 7th Floor New York, New York 10018
Agreed to and accepted:	
ISRAEL DISCOUNT BANK OF NEW YORK	
By::	
Name:	
Title:	ent and A. Bullet and A. Land
Ву:	_
Name:	
Title:	
Address for Notices:	

511 Fifth Avenue New York, NY 10017

TRADEMARK
REEL: 006522 FRAME: 0884

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CONCEPT SIX LLC			
Ву:			
Name:		~~~~	
Title:	.	··········	
Address for Notices:			
1411 Broadway, 7th Floor			
New York, New York 10018			

Agreed to a	nd accepted:
ISRAEL DISC	OUNT BANK OF NEW YORK
Ву:	Jason M. Goldborg
Name:	Senior Vice President
Title:	
BV h	Al.
Name:	Mark P. Reiner
Title:	Senior Vice President

Address for Notices:

511 Fifth Avenue New York, NY 10017

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

	Serial Number	Reg. Number	Word Mark
1	87318943	N/A	COOPERS COVE
2	87318939	N/A	COOPERS COVE
3	87318927	N/A	COOPERS COVE
4	87318907	N/A	COOPERS COVE
5	87318898	N/A	COOPERS COVE
6	87318889	N/A	COOPERS COVE
7	87318881	N/A	COOPERS COVE
8	87318851	N/A	COOPERS COVE
9	87976871	5460831	COOPERS COVE

TRADEMARK
REEL: 006522 FRAME: 0886

RECORDED: 01/11/2019