## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM540585

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HOP ENERGY, LLC		09/12/2019	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	COMVEST CREDIT PARTNERS V, L.P., AS AGENT
Street Address:	525 OKEECHOBEE BOULEVARD
Internal Address:	SUITE 1050
City:	WEST PALM BEACH
State/Country:	FLORIDA
Postal Code:	33401
Entity Type:	Limited Partnership: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3919359	HOP ENERGY
Registration Number:	3919361	HOP ENERGY
Serial Number:	87706576	KOSCO

### CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8208

Email: alana.hernandez@katten.com

**Correspondent Name:** ALANA HERNANDEZ C/O KATTEN

Address Line 1: 525 W. MONROE STREET Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	ALANA HERNANDEZ
SIGNATURE:	/ALANA HERNANDEZ/
DATE SIGNED.	00/13/2010

DATE SIGNED: 09/12/2019

**Total Attachments: 5** 

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#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 12, 2019 (this "<u>Trademark Security Agreement</u>"), is made by each Pledgor that is a signatory hereto, in favor COMVEST CREDIT PARTNERS V, L.P. ("<u>Comvest</u>"), in its capacity as Agent for the secured persons (in such capacity, the "<u>Agent</u>") pursuant to that certain Credit Agreement, dated as of September 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among HOP ENERGY, LLC, a Delaware limited liability company (the "<u>Borrower</u>"), HOP ENERGY HOLDINGS, INC., a Delaware corporation ("<u>Holdings</u>"), each of the other Guarantors party thereto from time to time, the Lenders party thereto from time to time (the "<u>Lenders</u>"), and Comvest, as agent for the benefit of the Secured Persons (in such capacity, "<u>Agent</u>").

#### $\underline{W}\underline{I}\underline{T}\underline{N}\underline{E}\underline{S}\underline{S}\underline{E}\underline{T}\underline{H}$ :

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Persons, to enter into the Credit Agreement, the Pledgors hereby agree with the Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Persons a Lien on and security interest in (subject to Permitted Liens) and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "<u>Trademark Collateral</u>"):
- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on <u>Schedule 1</u> attached hereto, together with any and all (i) right and privileges under Applicable Laws with respect to the use or ownership of any of the foregoing and (ii) continuations, extensions and renewals thereof and amendments thereto;
  - (b) all Goodwill associated with such Trademarks; and
  - (c) all Proceeds of any and all of the foregoing.

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge

and affirm that the rights and remedies of the 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the Termination of Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. <u>Recordation</u>. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. <u>Governing Law</u>. The terms of Section 9.03 and Section 9.09 of the Credit Agreement are incorporated herein *mutatis mutandis*.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

HOP ENERGY, LLC

By:

Name: Brian Chartier Title: Treasurer

[Signature Page to Trademark Security Agreement]

## Accepted and Agreed:

# COMVEST CREDIT PARTNERS V, L.P.,

as Agent

By: Comvest Credit V GP, L.P., its General Partner

By: Comvest Credit V UGP, LLC, its General Partner

By:

Name: Greg Reynolds Title: Partner

[Signature Page to Trademark Security Agreement]

# SCHEDULE 1 to

# TRADEMARK SECURITY AGREEMENT

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
HOP Energy, LLC	HOP ENERGY HOP ENERGY	3919359
HOP Energy, LLC	HOP ENERGY STYLIZED/DESIGN	3919361
HOP Energy, LLC	Kosco	87706576

United States Trademark Applications:

None.

**RECORDED: 09/12/2019**