

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooper & Co., Inc.		12/20/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	301 East Fourth Street		
Internal Address:	Suite 2900		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2348250	DAKOTA WATCH COMPANY	
CORRESPONDENCE DATA			
Fax Number:	6144641211		
<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:	6145597282		
Email:	squimby@fbtlaw.com		
Correspondent Name:	Samantha M. Quimby		
Address Line 1:	FROST BROWN TODD LLC		
Address Line 2:	10 West Broad Street, Suite 2300		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Samantha M. Quimby		
SIGNATURE:	/samantha m quimby/		
DATE SIGNED:	01/09/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended or modified and in effect from time to time, this "Security Agreement") is entered into as of December 20, 2019 by and between **Cooper & Co., Inc.**, an Ohio corporation ("Grantor"), and **KeyBank National Association** (the "Lender").

RECITALS

WHEREAS, Lender and Grantor are party to a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Blanket Security Agreement") pursuant to which Grantor has granted to Lender a security interest in all of its general intangibles, including trademarks and other intellectual property;

WHEREAS, Lender and Grantor enter into this Security Agreement to further evidence the security interest of Lender in Grantor's trademarks and other intellectual property;

ACCORDINGLY, the parties hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Blanket Security Agreement and used herein have the meanings given to them in the Blanket Security Agreement (directly or indirectly by reference to the Loan Agreement defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby mortgages, pledges and hypothecates to Lender and grants to Lender a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

(a) all of Grantor's right, title, and interest in and to (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those listed on Schedule I, (ii) all renewals of the foregoing, (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (v) all rights corresponding to any of the foregoing throughout the world; *provided however*, trademark applications filed under Section 1(b) of the Lanham Act shall be excluded from the Trademark Collateral and Schedule I hereto and until such time as an Amendment to Allege Use (AAU) or a Statement of Use (SOU) has been filed and accepted by the USPTO; and

(b) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement.

(a) This Trademark Security Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the

automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

(b) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Blanket Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Blanket 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 Blanket Security Agreement, the provisions of the Blanket Security Agreement shall control.

SECTION 4. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


SECTION 5. Governing Law; Jury Waiver. This Security Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, excluding its conflict of laws rules. **THE PARTIES HERETO EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT.**

Signature Pages Follow

IN WITNESS WHEREOF, each of Grantor and Lender have executed this Trademark Security Agreement as of the date first above written.

Grantor:

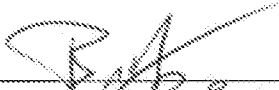
Cooper & Co., Inc.

By: 
David S. Cooper
President

Signature Page to Trademark Security Agreement

Lender:

KeyBank National Association

By: 
Print Name: DAVID L. MURPHY
Title: V.P. PRESIDENT

Schedule I – Trademarks

Trademark	Serial Number	Registration Number
Dakota Watch	75572909	2348250

8081490.0724882 4846-2350-7374v2