

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Copeland LP		05/31/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as Notes Collateral Agent		
Street Address:	60 Livingston Avenue		
Internal Address:	West Side Flats		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	72122242	ADK	
Serial Number:	85428477	SURESWITCH	
Serial Number:	85762484	INSPIRE	
Serial Number:	85891607	HOTROD	
Serial Number:	86651331	COMFORT AS A SERVICE	
Serial Number:	86797435	EASY DIY INSTALL WIZARD	
Serial Number:	87077325	PREDICT. PREVENT. PROTECT.	
Serial Number:	90025958	ALL-SPARK	
Serial Number:	90318429		
Serial Number:	78409538	COPELAND SCROLL	
Serial Number:	78681367	GET SEERIOUS	
Serial Number:	77106426	COPELAND DISCUS	
Serial Number:	77106434	COPELAND DISCUS	
Serial Number:	72316623	COPELAND	
Serial Number:	73097751	COPELAND	
Serial Number:	73142931	COPEVAP	
Serial Number:	73321285	DISCUS	
Serial Number:	74005503	CC	

OP \$815.00 72122242

Property Type	Number	Word Mark
Serial Number:	74060749	DEMAND COOLING
Serial Number:	76180982	POWERED BY COPELAND SCROLL
Serial Number:	76254547	DESIGN SERVICES NETWORK
Serial Number:	76466186	COPELAND SCROLL
Serial Number:	78378790	COMFORT ALERT
Serial Number:	77106477	COPELAND SCROLL DIGITAL
Serial Number:	77975842	COPELAND SCROLL
Serial Number:	73004773	CC
Serial Number:	77859457	DESIGN SERVICES NETWORK
Serial Number:	85025289	SECURESTART
Serial Number:	85210141	CORESENSE
Serial Number:	85838839	AC & HEATING CONNECT
Serial Number:	87258895	COPELAND
Serial Number:	90803673	COPELAND

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 2129061209
Email: jess.bajada-bartlett@lw.com
Correspondent Name: LATHAM & WATKINS C/O J. Bajada-Bartlett
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	039269-0799
NAME OF SUBMITTER:	Jessica Bajada-Bartlett
SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	07/17/2023

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 31, 2023 (the “**Trademark Security Agreement**”), by Copeland Comfort Control LP, Copeland LP, Copeland Cold Chain LP and Copeland Industrial LP (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent for the Secured Parties pursuant to the Indenture (in such capacity, the “**Notes Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of May 31, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Notes Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantee (as defined in the Indenture), the Grantor hereby assigns and pledges to the Notes Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Notes Collateral Agent for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest:

(a) all Trademarks of the Grantor, including those Trademark registrations and applications listed on Schedule I attached hereto, and all extensions or renewals thereof,

(b) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements, dilutions or other violations thereof,

(c) the right to sue for past, present and future infringements, dilutions and other violations thereof, and

(d) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 3. The Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest (as defined in the Security Agreement) granted to the Notes Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Notes

Collateral Agent with respect to the Security Interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Notes Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Notes Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the Lien on and Security Interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. 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 signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created under the Security Agreement and the rights and remedies of the Notes Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. Concerning the Notes Collateral Agent. U.S. Bank Trust Company, National Association is entering this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Notes Collateral Agent under the Indenture and the Security Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COPELAND COLD CHAIN LP, as Grantor

By: COPESUB GP 1, LLC, its General Partner

By:

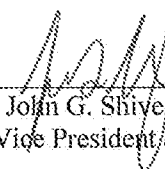

Name: John G. Shively
Title: Vice President & Secretary

[Signature Page to Emerald Trademark Security Agreement]

COPELAND LP, as Grantor

By: COPESUB GP 2, LLC, its General Partner

By: _____


Name: John G. Shively

Title: Vice President & Secretary

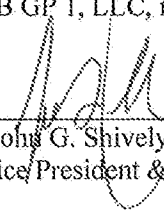
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TRADEMARK
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COPELAND COMFORT CONTROL LP, as
Grantor

By: COPESUB GP 1, LLC, its General Partner

By: _____


Name: John G. Shively
Title: Vice President & Secretary


[Signature Page to Emerald Trademark Security Agreement]

TRADEMARK
REEL: 008134 FRAME: 0504

COPELAND INDUSTRIAL LP, as Grantor

By: COPESUB GP I, LLC, its General Partner

By: _____

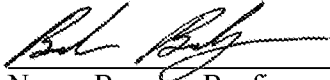

Name: John G. Shively

Title: Vice President & Secretary

[Signature Page to Emerald Trademark Security Agreement]

TRADEMARK
REEL: 008134 FRAME: 0505

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Notes Collateral Agent**

By: 

Name: Brandon Bonfig

Title: Vice President

**Schedule I
Trademark Registrations and Applications**

Trademark	Country	Application Number	Owner
LUMITY	United States of America	88/769575	Copeland Comfort Control LP
GEMINI	United States of America	78/042447	Copeland Comfort Control LP
WR & Design	United States of America	72/022845	Copeland Comfort Control LP
WHITE-RODGERS	United States of America	72/058893	Copeland Comfort Control LP
COMFORT PLUS	United States of America	78/235518	Copeland Comfort Control LP
INTELLI-VENT	United States of America	78/383657	Copeland Comfort Control LP
Thermostat Design	United States of America	78/674865	Copeland Comfort Control LP
MISCELLANEOUS DESIGN (F180 THERMOSTAT)	United States of America	78/674935	Copeland Comfort Control LP
CLIMATE TALK	United States of America	78/611171	Copeland Comfort Control LP
WHITE RODGERS & Design	United States of America	78/627437	Copeland Comfort Control LP
70 SERIES	United States of America	78/736056	Copeland Comfort Control LP
80 SERIES	United States of America	78/736083	Copeland Comfort Control LP
90 SERIES	United States of America	78/736093	Copeland Comfort Control LP
±1° ACCURACY OPTIMUM COMFORT AND PERFORMANCE & Design	United States of America	77/091863	Copeland Comfort Control LP
ADK	United States of America	72/122242	Copeland LP
ALCO CONTROLS & Design	United States of America	72/369777	Copeland Comfort Control LP
SURESWITCH	United States of America	85/428477	Copeland LP
INSPIRE	United States of America	85/762484	Copeland LP
HOTROD	United States of America	85/891607	Copeland LP
SENSI	United States of America	86/174387	Copeland Comfort Control LP
SENSI & Design	United States of America	86/174374	Copeland Comfort Control LP
SENSI	United States of America	86/454318	Copeland Comfort Control LP
COMFORT AS A SERVICE	United States of America	86/651331	Copeland LP
EASY DIY INSTALL WIZARD	United States of America	86/797435	Copeland LP
PREDICT. PREVENT. PROTECT.	United States of America	87/077325	Copeland LP
SENSI	United States of America	87/392713	Copeland Comfort Control LP
SENSI	United States of America	87/392727	Copeland Comfort Control LP
SENSI & Design	United States of America	87/392737	Copeland Comfort Control LP
SENSI & Design	United States of America	87/392768	Copeland Comfort Control LP
SENSI PREDICT	United States of America	88/280502	Copeland Comfort Control LP
ALL-SPARK	United States of America	90/025958	Copeland LP
DESIGN (Hexagon with Lightening Bolt)	United States of America	90/318429	Copeland LP
SENSI LITE	United States of America	97/589436 (ITU)	Copeland Comfort Control LP
ATKINS	United States of America	74/510815	Copeland Cold Chain LP
COOPER (Stylized)	United States of America	76/681616	Copeland Cold Chain LP
COOPER & Design	United States of America	76/519701	Copeland Cold Chain LP
COOPER ATKINS & Design	United States of America	78/660780	Copeland Cold Chain LP
DOCUTEMP	United States of America	78/205680	Copeland Cold Chain LP
TEMPTRAK	United States of America	85/720693	Copeland Cold Chain LP
ENVIROTRAK	United States of America	87/191639	Copeland Cold Chain LP
PROACT	United States of America	75/904954	Copeland Cold Chain LP
COPELAND SCROLL	United States of America	78/409538	Copeland LP
GET SEERIOUS	United States of America	78/681367	Copeland LP
COPELAND DISCUS	United States of America	77/106426	Copeland LP
COPELAND DISCUS (Stylized) (Single Line Logo)	United States of America	77/106434	Copeland LP
COPELAND	United States of America	72/316623	Copeland LP
COPELAND	United States of America	73/097751	Copeland LP
COPEVAP	United States of America	73/142931	Copeland LP

Trademark	Country	Application Number	Owner
DISCUS	United States of America	73/321285	Copeland LP
CC & Design	United States of America	74/005503	Copeland LP
DEMAND COOLING	United States of America	74/060749	Copeland LP
POWERED BY COPELAND SCROLL & Design	United States of America	76/180982	Copeland LP
DESIGN SERVICES NETWORK	United States of America	76/254547	Copeland LP
COPELAND SCROLL (Stylized) & Design (Shaded Box)	United States of America	76/466186	Copeland LP
COMFORT ALERT	United States of America	78/378790	Copeland LP
COPELAND SCROLL DIGITAL	United States of America	77/106477	Copeland LP
COPELAND SCROLL	United States of America	77/975842	Copeland LP
CC & Design	United States of America	73/004773	Copeland LP
DESIGN SERVICES NETWORK	United States of America	77/859457	Copeland LP
SECURESTART	United States of America	85/025289	Copeland LP
CORESENSE	United States of America	85/210141	Copeland LP
AC & HEATING CONNECT	United States of America	85/838839	Copeland LP
COPELAND	United States of America	87/258895	Copeland LP
COPELAND	United States of America	90/803673	Copeland LP
AERO-LIFT	United States of America	97/238728 (ITU)	Copeland LP
HMX	United States of America	97/248000 (ITU)	Copeland LP
COPELAND HMX	United States of America	97/280249 (ITU)	Copeland LP
VERIFRESH (Stylized)	United States of America	78/000669	Copeland Cold Chain LP
VERIFRESH	United States of America	76/220934	Copeland Cold Chain LP
E-COMMISSIONING	United States of America	76/385422	Copeland Cold Chain LP
INTELLIGENT STORE	United States of America	77/043917	Copeland Cold Chain LP
PAKSENSE	United States of America	78/443351	Copeland Cold Chain LP
AUTOSENSE	United States of America	86/425148	Copeland Cold Chain LP
GREENSENSE	United States of America	77/816652	Copeland Cold Chain LP
VIL TER	United States of America	77/178,262	Copeland Industrial LP
VIL TER (Stylized)	United States of America	77/178,270	Copeland Industrial LP
450XL	United States of America	73/530,230	Copeland Industrial LP
STEDY-MOUNT	United States of America	72/079,732	Copeland Industrial LP
VMC	United States of America	72/083,840	Copeland Industrial LP
V-PLUS	United States of America	73/347,405	Copeland Industrial LP
TRI-MICRO	United States of America	72/319,987	Copeland Industrial LP
SUPER SEPARATOR	United States of America	73/485,475	Copeland Industrial LP
VIL TER	United States of America	73/491,222	Copeland Industrial LP
VSS	United States of America	75/689,227	Copeland Industrial LP
VSM	United States of America	76/397,052	Copeland Industrial LP
PARALLEX	United States of America	75/661,488	Copeland Industrial LP
COPELAND	United States of America	97/666161 (ITU)	Copeland LP

[Signature Page to Emerald Trademark Security Agreement]