

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6073475

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SINCRO, LLC	04/21/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	500 W. MONROE STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10482475
Application Number:	15478042
Application Number:	15478048
Patent Number:	10326858
Patent Number:	7386786
Patent Number:	7062506
Patent Number:	8271547
Patent Number:	7870253
Patent Number:	8438310
Patent Number:	8051159
Patent Number:	7039704
Patent Number:	7861309
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)891-8763
<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>	
<b>Email:</b>	rhonda.deleon@lw.com
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560

<b>ATTORNEY DOCKET NUMBER:</b>	057121-0181
<b>NAME OF SUBMITTER:</b>	RHONDA DELEON
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	04/22/2020
<b>Total Attachments: 7</b> source=Ansira - IP Security Agreement Executed#page1.tif source=Ansira - IP Security Agreement Executed#page2.tif source=Ansira - IP Security Agreement Executed#page3.tif source=Ansira - IP Security Agreement Executed#page4.tif source=Ansira - IP Security Agreement Executed#page5.tif source=Ansira - IP Security Agreement Executed#page6.tif source=Ansira - IP Security Agreement Executed#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 21, 2020, (this “Agreement”), by Sincro, LLC (the “Grantor”) in favor of Antares Capital LP (“Antares Capital”), as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, Blue Star Intermediate, Inc., a Delaware corporation (“Holdings”), Ansira Holdings, Inc., a Delaware corporation (the “Borrower”), the Administrative Agent and the Lenders from time to time party thereto (collectively, the “Lenders”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications in the United States Copyright Office listed on Schedule III hereto; and

D. all proceeds of the foregoing;

in each case subject to the terms, conditions and limitations set forth in the Loan Documents and to the extent the foregoing items constitute Collateral. Notwithstanding the foregoing, the IP Collateral shall not include any intent-to-use (or similar) Trademark application prior to the

filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable federal Law.

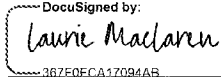
SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

**SINCRO, LLC**

By:   
Name: Laurie MacLaren  
Title: COO, CFO, Treasurer and Secretary

**SCHEDULE I**

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Sincro, LLC	786144	COBALT

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
N/A	N/A	N/A

**SCHEDULE II****PATENTS**

<b>REGISTERED OWNER</b>	<b>SERIAL NUMBER</b>	<b>DESCRIPTION</b>
Sincro, LLC	US20120209714A1	Systems and methods for providing targeting advertising (pending application)
Sincro, LLC	US20180285925A1	Resource Optimization Using Audience Segmentation Data (pending application)
Sincro, LLC	2018-0285901	Experience Optimization using Audience Segmentation Data (pending application)
Sincro, LLC	US10326858B2	System and method for dynamically generating personalized websites
Sincro, LLC	US7386786B2	Method and apparatus for processing a dynamic webpage
Sincro, LLC	US7062506B2	Staged publication and management of dynamic webpages
Sincro, LLC	US8271547	Staged publication and management of dynamic webpages
Sincro, LLC	US7870253B2	Systems and methods for aggregating user profile information in a network for affiliated websites
Sincro, LLC	US8438310B2	Systems and methods for configuring a website having a plurality of operational modes
Sincro, LLC	US8051159B2	Systems and methods for configuring a network of affiliated websites
Sincro, LLC	US7039704B2	Business platform with networked, association-based business entity access management and active content website configuration
Sincro, LLC	US7861309	Business platform with networked, association-based business entity access management and active content website configuration

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
N/A	N/A	N/A



**SCHEDULE III**

**COPYRIGHTS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
N/A	N/A	N/A

**COPYRIGHT APPLICATIONS**

<b>APPLICANT</b>	<b>APPLICATION NO.</b>	<b>TRADEMARK</b>
N/A	N/A	N/A