

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mosaic Parent Holdings Inc.		07/09/2012	CORPORATION: DELAWARE
Mosaic Sales Solutions US Operating CO., LLC		07/09/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85403413	DOOR UP
Serial Number:	85403455	EXPERIENCE EXTENDED
Serial Number:	85403378	PEOPLE AS MEDIA
Serial Number:	85403493	MPOWER
Serial Number:	85403475	LOCALSOCIAL
Serial Number:	85404945	MOSAIC
Serial Number:	85405108	MOSAIC
Registration Number:	1350963	TMG

CORRESPONDENCE DATA

Fax Number: 4045725100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Email: mrussell@kslaw.com

CH \$215.00 85403413

Correspondent Name: King & Spalding
Address Line 1: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09631.009178

NAME OF SUBMITTER: Mark Russell

Signature: /Mark Russell/

Date: 07/09/2012

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of July 9, 2012, by Mosaic Parent Holdings Inc. and Mosaic Sales Solutions US Operating Co., LLC (each a “**Grantor**” and collectively, “**Grantors**”), in favor of General Electric Capital Corporation, in its capacity as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 1, 2011 (as amended by that certain Amendment No. 1 to Credit Agreement dated as of June 22, 2012 and as otherwise amended, restated, amended and restated, supplemented or modified from time to time and in effect on the date hereof, the “**Credit Agreement**”), among, *inter alios*, ACOSTA, INC., a Delaware corporation (as successor-by-merger to Ajag Merger Sub, Inc.), ACOSTA INTERMEDIATE HOLDINGS, INC. and the Administrative Agent, Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Credit Agreement), including any Guaranty (as defined in the Credit Agreement) by Grantors of the Secured Obligations, each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and a security interest in, all right, title or interest in or to any and all of the following Collateral now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest:

(a) (i) Trademarks of such Grantor listed on Schedule I attached hereto, (ii) all U.S. Federal and/or State registered and unregistered trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, and (ii) all goodwill connected with the use of and symbolized thereby. Notwithstanding the foregoing, the definition of “Trademarks” shall not include any “Intent to Use” trademark applications filed pursuant to Section 1(b) of the Lanham Act prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto; and

(b) all Proceeds of any and all of the foregoing, and rights to sue for past, present and future violations.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and any liens shall be automatically released in accordance with the provisions set forth in Section 6.08 of the Security Agreement

SECTION 6. 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.

SECTION 7. Governing Law. The terms of Sections 10.16 and 10.17 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow.]

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

MOSAIC PARENT HOLDINGS INC.


By: 
Name: Gregory M. Delaney
Title: Chief Financial Officer

**MOSAIC SALES SOLUTIONS US
OPERATING CO., LLC**


By: 
Name: Gregory M. Delaney
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Administrative Agent

By: 
Name: David Orriols Roberts
Title: Duly Authorized Signatory

Schedule I
U.S. Trademark Registrations and Use Applications

U.S. Trademark	Owner	Registration Number/ Serial Number
DOOR UP	Mosaic Parent Holdings Inc.	85403413
EXPERIENCE EXTENDED	Mosaic Parent Holdings Inc.	85403455
PEOPLE AS MEDIA	Mosaic Parent Holdings Inc.	85403378
MPOWER	Mosaic Parent Holdings Inc.	85403493
LOCALSOCIAL	Mosaic Parent Holdings Inc.	85403475
MOSAIC	Mosaic Parent Holdings Inc.	85404945
	Mosaic Parent Holdings Inc.	85405108
TMG	Mosaic Sales Solutions US Operating Co., LLC	1350963