

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551945

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acosta, Inc.		12/04/2019	Corporation: DELAWARE
Acosta Frontline, LLC		12/04/2019	Limited Liability Company: DELAWARE
Mosaic Parent Holdings Inc.		12/04/2019	Corporation: DELAWARE
Mosaic Sales Solutions US Operating Co., LLC		12/04/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ankura Trust Company, LLC, as collateral agent
Street Address:	140 Sherman Street
City:	Fairfield
State/Country:	CONNECTICUT
Postal Code:	06824
Entity Type:	Limited Liability Company: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2174552	FRONTLINE MARKETING
Registration Number:	5037512	THE WHY? BEHIND THE DINE
Registration Number:	4759375	ACOSTA
Registration Number:	4580181	PROMO DEPOT
Registration Number:	4580182	PROMO DEPOT
Registration Number:	4782804	THE WHY? BEHIND THE DINE
Registration Number:	4721707	THE WHY? BEHIND THE DINE
Registration Number:	4579770	PROMO DEPOT
Registration Number:	4579721	PROMO DEPOT
Registration Number:	4813575	SHOPPERSOLUTIONS
Registration Number:	4813576	SS SHOPPERSOLUTIONS TURNING INTERACTIONS
Registration Number:	4565719	DESIGNED TO DRIVE PURCHASE
Registration Number:	4634406	PURCHASE INFLUENCE
Registration Number:	4577084	DECONSTRUCTION
Registration Number:	4593880	HUNTER STRAKER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4642722	PURCHASE DESIGN
Registration Number:	4642723	NORTH AMERICA'S ONLY PURCHASE DESIGN AGE
Registration Number:	4832263	ACOSTA MOSAIC GROUP
Registration Number:	4446423	AMG
Registration Number:	4334531	TRUSTED BRANDS TRUST US
Registration Number:	4334536	TRUSTED BRANDS TRUST US
Registration Number:	4153906	THE WHY? BEHIND THE BUY
Registration Number:	2797784	INFOLYNC
Registration Number:	2018943	ACOSTA
Registration Number:	4558133	MOSAIC
Registration Number:	4558134	MOSAIC
Registration Number:	4502105	LOCALSOCIAL
Registration Number:	5474210	CONTEND
Registration Number:	5146435	CONTEND
Registration Number:	5578520	CONTENDER
Registration Number:	4903160	MARKETING MIX PRIORITIZER

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1516699-0005-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 12/04/2019

Total Attachments: 10

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This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of December 4, 2019, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and ANKURA TRUST COMPANY, LLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Superpriority Secured Debtor-in-Possession Credit Agreement, dated as of December 4, 2019 (as it may hereafter be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”) among ACOSTA, INC., a corporation organized under the laws of the State of Delaware and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the “Borrower”), ANNA ACQUISITION COMPANY, INC., a corporation organized under the laws of the State of Delaware and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (“Holdings”), as a Guarantor, certain Subsidiaries of the Borrower party thereto, each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, as Subsidiary Guarantors, certain other Subsidiaries of the Borrower party thereto, as Subsidiary Guarantors, ANKURA TRUST COMPANY, LLC, as Administrative Agent and Collateral Agent and the other parties party thereto and (ii) the Security Agreement dated December 4, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making and maintaining of the Loans by the Lenders from time to time, each Grantor has executed and delivered the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and assigns), for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (collectively, the “Collateral”):

(i) all patents and patent applications, including, without limitation, the patents and patent applications set forth in Schedule A hereto (collectively, the “Patents”);

(ii) all trademarks (whether registered or unregistered) and trademark registrations and applications therefor, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (collectively, the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (collectively, the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents except to the extent that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY CODE, AND, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION, THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT AND, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION, SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND,

ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ACOSTA, INC.

By: 

Name: Matthew D. Laurie

Title: Interim Chief Financial Officer

**ACOSTA FRONTLINE, LLC
MOSAIC PARENT HOLDINGS INC.
MOSAIC SALES SOLUTIONS US OPERATING
CO., LLC**

By: 

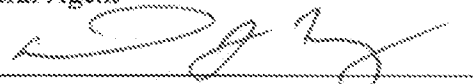
Name: Matthew D. Laurie

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK
REEL: 006809 FRAME: 0082**

ANKURA TRUST COMPANY, LLC
as Collateral Agent

By: 

Name: Michael J. Fey
Title: Managing Director

Schedule A to
Intellectual Property Security Agreement

PATENTS

None.

**Schedule B to
Intellectual Property Security Agreement**

TRADEMARKS

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
FRONTLINE MARKETING	ACOSTA FRONTLINE, LLC	75243650	18-FEB- 1997	2174552	21-JUL-1998
THE WHY? BEHIND THE DINE	ACOSTA, INC.	86641921	27-MAY- 2015	5037512	06-SEP-2016
ACOSTA	ACOSTA, INC.	86422230	13-OCT- 2014	4759375	23-JUN- 2015
PROMO DEPOT	ACOSTA, INC.	86184703	05-FEB- 2014	4580181	05-AUG- 2014
PROMO DEPOT	ACOSTA, INC.	86184774	05-FEB- 2014	4580182	05-AUG- 2014
THE WHY? BEHIND THE DINE	ACOSTA, INC.	86184949	05-FEB- 2014	4782804	28-JUL-2015
THE WHY? BEHIND THE DINE	ACOSTA, INC.	86976073	05-FEB- 2014	4721707	14-APR- 2015
PROMO DEPOT	ACOSTA, INC.	86158875	07-JAN- 2014	4579770	05-AUG- 2014
PROMO DEPOT	ACOSTA, INC.	86156382	02-JAN- 2014	4579721	05-AUG- 2014
SHOPPERSOLUTIONS	ACOSTA, INC.	86138502	09-DEC- 2013	4813575	15-SEP-2015
SS SHOPPERSOLUTIONS TURNING INTERACTIONS INTO TRANSACTIONS	ACOSTA, INC.	86138635	09-DEC- 2013	4813576	15-SEP-2015
DESIGNED TO DRIVE PURCHASE	ACOSTA, INC.	86027410	02-AUG- 2013	4565719	08-JUL-2014
PURCHASE INFLUENCE	ACOSTA, INC.	85953755	07-JUN- 2013	4634406	04-NOV- 2014
DECONSTRUCTION	ACOSTA, INC.	85927231	09-MAY- 2013	4577084	29-JUL-2014
HUNTER STRAKER	ACOSTA, INC.	85927304	09-MAY- 2013	4593880	26-AUG- 2014
PURCHASE DESIGN	ACOSTA, INC.	85927483	09-MAY- 2013	4642722	18-NOV- 2014
NORTH AMERICA'S ONLY PURCHASE DESIGN AGENCY	ACOSTA, INC.	85927641	09-MAY- 2013	4642723	18-NOV- 2014

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Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
ACOSTA MOSAIC GROUP	ACOSTA, INC.	85903064	12-APR-2013	4832263	13-OCT-2015
AMG	ACOSTA, INC.	85771776	05-NOV-2012	4446423	10-DEC-2013
TRUSTED BRANDS TRUST US	ACOSTA, INC.	85732435	19-SEP-2012	4334531	14-MAY-2013
TRUSTED BRANDS TRUST US	ACOSTA, INC.	85732469	19-SEP-2012	4334536	14-MAY-2013
THE WHY? BEHIND THE BUY	ACOSTA, INC.	85443585	10-OCT-2011	4153906	05-JUN-2012
INFOLYNC	ACOSTA, INC.	78210452	04-FEB-2003	2797784	23-DEC-2003
ACOSTA	ACOSTA, INC.	74717148	17-AUG-1995	2018943	26-NOV-1996
MOSAIC	MOSAIC PARENT HOLDINGS, INC.	86557963	09-MAR-2015		
MOSAIC	MOSAIC PARENT HOLDINGS, INC.	85404945	23-AUG-2011	4558133	01-JUL-2014
MOSAIC M	MOSAIC PARENT HOLDINGS, INC.	85405108	23-AUG-2011	4558134	01-JUL-2014
LOCALSOCIAL	MOSAIC PARENT HOLDINGS, INC.	85403475	22-AUG-2011	4502105	25-MAR-2014
CONTEND	MOSAIC SALES SOLUTION US OPERATING CO.,LLC	87610400	15-SEP-2017	5474210	22-MAY-2018
CONTEND	MOSAIC SALES SOLUTION US OPERATING CO.,LLC	87106291	16-JUL-2016	5146435	21-FEB-2017
CONTENDER	MOSAIC SALES SOLUTIONS US OPERATING CO., LLC	87649860	18-OCT-2017	5578520	09-OCT-2018
MARKETING MIX PRIORITIZER	MOSAIC SALES SOLUTIONS US OPERATING CO., LLC	86698486	20-JUL-2015	4903160	16-FEB-2016

Schedule C to
Intellectual Property Security Agreement

COPYRIGHTS

None.

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AMERICAS 101461278

RECORDED: 12/04/2019

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REEL: 006809 FRAME: 0087