

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mosaic Parent Holdings Inc.		02/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	3455 Peachtree Road NE		
Internal Address:	Mail Code: GA7-024-12-05		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4558133	MOSAIC	
Registration Number:	4558134	MOSAIC	
Registration Number:	5906008	MOSAIC	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	02/10/2021		
Total Attachments: 4			
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**NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS**

February 9, 2021

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Mosaic Parent Holdings Inc., a Delaware corporation (the “Grantor”) with principal offices at 6600 Corporate Center Parkway, Jacksonville, FL 32216 hereby pledges and grants to Bank of America, N.A., as Collateral Agent (the “Grantee”), for the benefit of the Secured Parties (as such term is defined in the Loan and Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under, whether presently existing or hereafter created or acquired, (i) (a) all trademarks, service marks, certification marks, domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office and the Canadian Intellectual Property Office, and all extensions or renewals thereof, including without limitation any of the foregoing set forth in Schedule A hereto, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, and all other Proceeds (as such term is defined in the Loan and Security Agreement referred to below), (f) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (g) rights corresponding thereto throughout the world, (collectively, the “Trademark Collateral”); provided that the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law.

THIS GRANT (this “Grant”) is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the Loan and Security Agreement among the Grantor, the other Borrowers and Guarantors from time to time party thereto and the Grantee, dated as of the date hereof (as amended, modified, restated and/or supplemented from time to time, the “Loan and Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Loan and Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Grant are deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 9th day
of February, 2021.

Mosaic Parent Holdings Inc., Grantor

By: 

Name: Matthew D. Laurie

Title: Executive Vice President, Finance


Trademark Security Agreement

TRADEMARK
REEL: 007188 FRAME: 0356

SCHEDULE A

[See attached]

United States Trademarks

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Owner
MOSAIC	85/404,945	8/23/11	4,558,133	7/1/14	Mosaic Parent Holdings Inc.
 MOSAIC	85/405,108	8/23/11	4,558,134	7/1/14	Mosaic Parent Holdings Inc.
MOSAIC	86/557,963	3/9/15	5,906,008	11/12/19	Mosaic Parent Holdings Inc.

Canada Registered Trademarks

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Owner
DOOR UP	1564179	February 15, 2012	TMA927214	January 26, 2016	Mosaic Parent Holdings Inc.
EXPERIENCE EXTENDED	1564180	February 15, 2012	TMA862453	October 10, 2013	Mosaic Parent Holdings Inc.
LOCALSOCIAL	1564188	February 15, 2012	TMA927213	January 26, 2016	Mosaic Parent Holdings Inc.
PEOPLE AS MEDIA	1564181	February 15, 2012	TMA910495	August 6, 2015	Mosaic Parent Holdings Inc.