

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815725

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900687971

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acosta, Inc.		03/25/2022	Corporation:
Premium Retail Services, LLC		03/25/2022	Limited Liability Company:
Acosta Employee Holdco, LLC		03/25/2022	Limited Liability Company:
Mosaic Sales Solutions US Operating Co., LLC		03/25/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	90159752	ACOSTA
Serial Number:	88751785	BRAND BUZZ
Serial Number:	88751789	BRANDBUZZ
Serial Number:	90159754	
Serial Number:	85722184	QTRAX
Serial Number:	90687051	FRONTLINE MARKETING @HOME
Serial Number:	97038084	P
Serial Number:	97038076	PREMIUM.

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: 415-591-1000

Email: trademarkny@winston.com

Correspondent Name: Laura M. Franco

Address Line 1: 101 California Street
Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 150022.00020

NAME OF SUBMITTER: Laura M. Franco

SIGNATURE: /Laura M. Franco by trademarkny/

DATE SIGNED: 06/07/2023

Total Attachments: 4
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NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS

March 25, 2022

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Acosta, Inc., a Delaware corporation, Acosta Employee Holdco, LLC, a Delaware limited liability company, Mosaic Sales Solutions US Operating Co., LLC, a Delaware limited liability company and Premium Retail Services, LLC, a Delaware limited liability company (each a “Grantor” and collectively the “Grantors”) 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 each 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 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 each Grantor, as such term is defined in the Second Amended and Restated Loan and Security Agreement among the Grantors, 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 Grantors 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.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 25th day of
March, 2022.

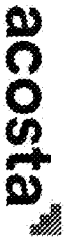

Acosta, Inc.
Premium Retail Services, LLC
Acosta Employee Holdco, LLC
Mosaic Sales Solutions US Operating Co., LLC
each as a Grantor

By: 
Name: Chandrika McCormack
Title: Chief Financial Officer

SCHEDULE A

[See attached]

United States Trademarks

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Owner
ACOSTA and design 	90159752	9/4/2020	6,598,918	12/21/2021	Acosta, Inc.
BRAND BUZZ	88751785	1/8/2020	6,165,882	9/29/2020	Premium Retail Services, LLC
BRANDBUZZ	88751789	1/8/2020	6,165,883	9/29/2020	Premium Retail Services, LLC
Design Only 	90159754	9/4/2020	6,584,684	12/7/2021	Acosta, Inc.
QTRAX	85722184	9/6/2012	4,427,728	11/5/2013	Premium Retail Services, LLC
FRONTLINE MARKETING @HOME	90/687,051	May 3, 2021	N/A	N/A	Acosta Employee Holdco, LLC
P and Design 	97/038,084	September 21, 2021	N/A	N/A	Premium Retail Services, LLC
PREMIUM (Stylized) 	97/038,076	September 21, 2021	N/A	N/A	Premium Retail Services, LLC
MOSAIC WEST	WY 2006-000524179	10/24/2006			Mosaic Sales Solutions US Operating Co., LLC

TRADEMARK

REEL: 008135 FRAME: 0960

RECORDED: 06/07/2023