

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/31/2019	National Banking Association:
RECEIVING PARTY DATA			
Name:	Acosta, Inc.		
Street Address:	6000 Corporate Center Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32216		
Entity Type:	Corporation: DELAWARE		
Name:	Mosaic Parent Holdings Inc.		
Street Address:	6000 Corporate Center Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32216		
Entity Type:	Corporation: DELAWARE		
Name:	AMG Marketing Services, LLC		
Street Address:	6000 Corporate Center Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32216		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Acosta Frontline, LLC		
Street Address:	220 East Las Colinas Blvd		
Internal Address:	Suite 300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Mosaic Sales Solutions US Operating Co., LLC		
Street Address:	220 East Las Colinas Blvd		
Internal Address:	Suite 300		

TRADEMARK

City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2018943	ACOSTA
Registration Number:	4446423	AMG
Registration Number:	4577084	DECONSTRUCTION
Registration Number:	4565719	DESIGNED TO DRIVE PURCHASE
Registration Number:	4593880	HUNTER STRAKER
Registration Number:	2797784	INFOLYNC
Registration Number:	3845288	MATCHPOINT MARKETING
Registration Number:	4642723	NORTH AMERICA'S ONLY PURCHASE DESIGN AGE
Registration Number:	4579770	PROMO DEPOT
Registration Number:	4579721	PROMO DEPOT
Registration Number:	4580181	PROMO DEPOT
Registration Number:	4580182	PROMO DEPOT
Registration Number:	4642722	PURCHASE DESIGN
Registration Number:	3509694	SHOPPER FIRST
Registration Number:	3424284	SKURITE
Registration Number:	4153906	THE WHY? BEHIND THE BUY
Registration Number:	4334536	TRUSTED BRANDS TRUST US
Registration Number:	4334531	TRUSTED BRANDS TRUST US
Registration Number:	3618570	GATHER 'ROUND THE GRILL
Registration Number:	3625810	HEALTHY WITH OUR HELP
Registration Number:	3720674	TAKE A PEAK...
Registration Number:	3720673	TAP INTO MYPYRAMID
Registration Number:	4244394	DOOR UP
Registration Number:	4244395	EXPERIENCE EXTENDED
Registration Number:	4502105	LOCALSOCIAL
Registration Number:	4558133	MOSAIC
Registration Number:	4558134	MOSAIC
Registration Number:	4240288	PEOPLE AS MEDIA
Registration Number:	2174552	FRONTLINE MARKETING
Registration Number:	4903160	MARKETING MIX PRIORITIZER
Registration Number:	5578520	CONTENDER
Registration Number:	5146435	CONTEND

Property Type	Number	Word Mark
Registration Number:	5474210	CONTEND

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.

Email: marissa.yu@freshfields.com
Correspondent Name: Marissa Yu
Address Line 1: 601 Lexington Avenue
Address Line 2: 31st Floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Marissa Yu
SIGNATURE:	/MMY/
DATE SIGNED:	01/02/2020

Total Attachments: 10

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the “Release”) is made and effective as of December 31, 2019 and granted by JPMorgan Chase Bank, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of Acosta, Inc., a Delaware corporation, Mosaic Parent Holdings Inc., a Delaware corporation, AMG Marketing Services, LLC, a Delaware limited liability company, Acosta Frontline, LLC, a Delaware limited liability company, and Mosaic Sales Solutions US Operating Co., LLC, a Delaware limited liability company (collectively, the “Grantors”).

Reference is made to (i) the Credit Agreement dated as of September 26, 2014 (as it may hereafter be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time) among ACOSTA, INC., a corporation organized under the laws of Delaware (as successor by mergers to Anna Merger Sub, Inc., the “*Borrower*”), ANNA ACQUISITION COMPANY, INC., a corporation organized under the laws of Delaware as Holdings, JPMORGAN CHASE BANK, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, and the other parties party thereto and (ii) the Security Agreement dated September 26, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (as defined in the Security Agreement) 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 of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks 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 executed (i) that certain Intellectual Property Security Agreement by and among the Grantors (as defined therein) and the Collateral Agent dated as of September 26, 2014 and recorded with the United States Patent and Trademark Office (the “USPTO”) at Reel 033826 / Frame 0392 and at Reel 5369 / Frame 0386 on September 26, 2014, (ii) that certain Intellectual Property Security Agreement by and among the Grantors (as defined therein) and the Collateral Agent dated as of August 21, 2018 and recorded with the USPTO at Reel 6426 / Frame 0737 on August 23, 2018, and (iii) that certain Intellectual Property Security Agreement by and between the Grantor (as defined therein) and the Collateral Agent dated as of August 21, 2018 and recorded with the USPTO at Reel 6761 / Frame 0144 on October 2, 2019 (collectively, the “IP Security Agreements”).

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the IP Collateral (as defined below) pursuant to the Security Agreements.

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

Section 1. Release of Security. Collateral Agent, on behalf of itself (and its successors and assigns) and the Secured Parties, hereby terminates the IP Security Agreements and terminates, releases

and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have in and to the following (collectively, the "IP Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) 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 (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 (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.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Release.

Section 3. Execution in Counterparts. This Release 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 4. Governing Law; Jurisdiction; Etc. (a) THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF 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 RELEASE, 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 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 RELEASE SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS RELEASE OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

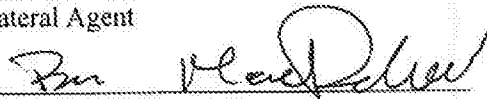
(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS RELEASE IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS 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 RELEASE WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS RELEASE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS RELEASE 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 RELEASE, 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 RELEASE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4(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, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 

Name:

Title:

Ben MacDonald
Executive Director

[Signature Page to Release of Intellectual Property Security Agreement]

TRADEMARK


REEL: 006829 FRAME: 0177


SCHEDULE A


Patents

Mark	Owner/Applicant	Application No. Application Date	Patent No. Issue Date	Status
System and method for optimizing allocation of merchandising resources and pricing	Mosaic Parent Holdings, Inc.	13079230 04/04/2011	20120253871 10/04/2012	Abandoned

SCHEDULE B**Trademarks**

Mark	Owner/Applicant	Serial No. / Date Filed	Registration No.	Registration Date	Status
ACOSTA	Acosta, Inc.	74/717,148 8/17/95	2,018,943	11/26/96	Registered
	Acosta, Inc.	85/771,776 11/5/12	4,446,423	12/10/13	Registered
DECONSTRUCTION	Acosta, Inc.	85/927,231 5/9/13	4,577,084	7/29/14	Registered
DESIGNED TO DRIVE PURCHASE	Acosta, Inc.	86/027,410 8/2/13	4,565,719	7/8/14	Registered
HUNTER STRAKER	Acosta, Inc.	85/927,304 5/9/13	4,593,880	8/26/14	Registered
INFOLYNC	Acosta, Inc.	78/210,452 2/4/03	2,797,784	12/23/03	Registered
MATCHPOINT MARKETING	Acosta, Inc.	77/962,449 3/18/10	3,845,288	9/7/10	Dead
NORTH AMERICA'S ONLY PURCHASE DESIGN AGENCY	Acosta, Inc.	85/927,641	4,642,723	11/18/14	Registered

Mark	Owner/Applicant	Serial No. / Date Filed	Registration No.	Registration Date	Status
		5/9/13			
PROMO DEPOT	Acosta, Inc.	86/158,875 1/7/14	4,579,770	8/5/14	Registered
PROMO DEPOT	Acosta, Inc.	86/156,382 1/2/14	4,579,721	8/5/14	Registered
	Acosta, Inc.	86/184,703 2/5/14	4,580,181	8/5/14	Registered
		86/184,774 2/5/14	4,580,182	8/5/14	Registered
PURCHASE DESIGN	Acosta, Inc.	85/927,483 5/9/13	4,642,722	11/18/14	Registered
SHOPPER FIRST	Acosta, Inc.	77/247,692 8/6/07	3,509,694	9/30/08	Dead
SKURITE	Acosta, Inc.	78/728,261 10/6/05	3,424,284	5/6/08	Dead
THE WHY? BEHIND THE BUY	Acosta, Inc.	85/443,585 10/10/11	4,153,906	6/5/12	Registered
TRUSTED BRANDS TRUST US	Acosta, Inc.	85/732,469 9/19/12	4,334,536	5/14/13	Registered
TRUSTED BRANDS TRUST US	Acosta, Inc.	85/732,435 9/19/12	4,334,531	5/14/13	Registered

Mark	Owner/Applicant	Serial No. / Date Filed	Registration No.	Registration Date	Status
GATHER 'ROUND THE GRILL	AMG Marketing Services, LLC	77/493,966 6/9/08	3,618,570	5/12/09	Dead
HEALTHY WITH OUR HELP	AMG Marketing Services, LLC	77/487,581 5/30/08	3,625,810	5/26/09	Dead
TAKE A PEAK...	AMG Marketing Services, LLC and Grocery Manufacturers Association	77/478,815 5/20/08	3,720,674	12/8/09	Dead
TAP INTO MYPYRAMID	AMG Marketing Services, LLC and Grocery Manufacturers Association	77/478,800 5/20/08	3,720,673	12/8/09	Dead
DOOR UP	Mosaic Parent Holdings, Inc.	85/403,413 8/22/11	4,244,394	11/20/12	Dead
EXPERIENCE EXTENDED	Mosaic Parent Holdings, Inc.	85/403,455 8/22/11	4,244,395	11/20/12	Dead
LOCALSOCIAL	Mosaic Parent Holdings, Inc.	85/403,475 8/22/11	4,502,105	3/25/14	Registered
MOSAIC	Mosaic Parent Holdings, Inc.	85/404,945 8/23/11	4,558,133	7/1/14	Registered
	Mosaic Parent Holdings, Inc.	85/405,108	4,558,134	7/1/14	Registered

Mark	Owner/Applicant	Serial No. / Date Filed	Registration No.	Registration Date	Status
		8/23/11			
PEOPLE AS MEDIA	Mosaic Parent Holdings, Inc.	85/403,378 8/22/11	4,240,288	11/13/12	Dead
FRONTLINE MARKETING	Acosta Frontline, LLC	75/243,650 2/18/97	2,174,552	7/21/98	Registered
MARKETING MIX PRIORITIZER	Mosaic Sales Solutions US Operating Co., LLC	86/698486 07/20/15	4,903,160	2/16/16	Registered
CONTENDER	Mosaic Sales Solutions US Operating Co., LLC	87/649860 10/18/17	5,578,520	10/9/2018	Registered
CONTEND	Mosaic Sales Solutions US Operating Co., LLC	87/106291 07/16/2016	5,146,435	2/21/17	Registered
CONTEND	Mosaic Sales Solutions US Operating Co., LLC	87/610400 09/15/2017	5,474,210	05/22/2018	Registered

SCHEDULE C

Copyrights

None.