

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Defakto, Limited Liability Company		03/12/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88310996	DE FAKTO	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0181		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	03/12/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of March 12, 2020 (this “IP Security Agreement Supplement”), by each of the undersigned entities (each, a “Grantor”) in favor of Antares Capital LP (“Antares Capital”), as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 20, 2016 (as supplemented by Supplement No. 1, dated as of October 6, 2017, as further supplemented by Supplement No. 2, dated as of July 20, 2018, as further supplemented by Supplement No. 3, dated as of January 4, 2019, as further supplemented by Supplement No. 4, dated as of August 28, 2019 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, inter alios, Blue Star Intermediate, Inc., a Delaware corporation, Ansira Holdings, Inc., a Delaware corporation (the “Borrower”), the Administrative Agent and the lenders from time to time party thereto (the “Lenders”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, each Grantor and the Administrative Agent has previously entered into an Intellectual Property Security Agreement. Under the terms of the Security Agreement, as applicable, each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the such Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case subject to the terms, conditions and limitations set forth in the Loan Documents and to the extent the foregoing items constitute Collateral. Notwithstanding the foregoing, the Additional IP Collateral shall not include any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable federal Law.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement,

the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

ANSIRA PARTNERS, INC.
BRAND PROTECTION AGENCY, LLC
DEFAKTO, LIMITED LIABILITY COMPANY
LBN PARTNERS LLC
SQUARE ONE ADVERTISING, INC.

DocuSigned by:

Laurie MacLaren

By: _____
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Name: Laurie MacLaren

Title: Chief Operating Officer, Chief Financial
Officer, Treasurer, and Secretary

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
LBN Partners LLC	5773398	LBN
Square One Advertising, Inc.	5844864	SQ1
Brand Protection Agency, LLC	5844863	BPA

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Defakto, Limited Liability Company	88310996	DE FAKTO

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
N/A	N/A	N/A

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
N/A	N/A	N/A

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Ansira Partners, Inc.	TX0008428556	Data Strategy Page.
Ansira Partners, Inc.	TX0008734508	Experiential Page.
Ansira Partners, Inc.	TX0008735898	Paid Search Page.

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
N/A	N/A	N/A