

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625613

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acosta 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: 24

Property Type	Number	Word Mark
Serial Number:	90159752	ACOSTA
Serial Number:	90159754	
Registration Number:	2018943	ACOSTA
Registration Number:	4759375	ACOSTA
Registration Number:	4832263	ACOSTA MOSAIC GROUP
Registration Number:	4577084	DECONSTRUCTION
Registration Number:	4565719	DESIGNED TO DRIVE PURCHASE
Registration Number:	4593880	HUNTER STRAKER
Registration Number:	2797784	INFOLYNC
Registration Number:	4642722	PURCHASE DESIGN
Registration Number:	4813576	SS SHOPPERSOLUTIONS TURNING INTERACTIONS
Registration Number:	4813575	SHOPPERSOLUTIONS
Registration Number:	4153906	THE WHY? BEHIND THE BUY
Registration Number:	4782804	THE WHY? BEHIND THE DINE
Registration Number:	4721707	THE WHY? BEHIND THE DINE
Registration Number:	5037512	THE WHY? BEHIND THE DINE
Registration Number:	4334536	TRUSTED BRANDS TRUST US
Registration Number:	4334531	TRUSTED BRANDS TRUST US

CH \$615.00 90159752

Property Type	Number	Word Mark
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:	4634406	PURCHASE INFLUENCE

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: 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: 6
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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, Acosta 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.

Acosta Inc., Grantor

By: 

Name: Matthew D. Laurie

Title: Executive Vice President, Finance


Trademark Security Agreement

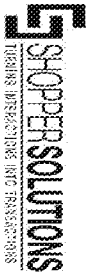

TRADEMARK
REEL: 007188 FRAME: 0337

SCHEDULE A

[See attached]

United States Trademarks



Trademark	Application Number	Filing Date	Registration Number	Registration Date	Owner
	90/159,752	9/4/20		Application will be published for opposition on 3/2/21 for a 30-day period	Acosta Inc.
	90/159/754	9/4/20		Application will be published for opposition for a 30-day period on 2/16/21	Acosta Inc.
ACOSTA	74/717,148	8/17/95	2,018,943	11/26/96	Acosta, Inc.
ACOSTA	86/422,230	10/13/14	4,759,375	6/23/15	Acosta, Inc.
ACOSTA MOSAIC GROUP	85/903,064	4/12/13	4,832,263	10/13/15	Acosta, Inc.
DECONSTRUCTION	85/927,231	5/9/13	4,577,084	7/29/14	Acosta, Inc.
DESIGNED TO DRIVE PURCHASE	86/027,410	8/2/13	4,565,719	7/8/14	Acosta, Inc.
HUNTER STRAKER	85/927,304	5/9/13	4,593,880	8/26/14	Acosta, Inc.
INFOLYNC	78/210,452	2/4/03	2,797,784	12/23/03	Acosta, Inc.
PURCHASE DESIGN	85/927,483	5/9/13	4,642,722	11/18/14	Acosta, Inc.

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Owner
	86/138,635	12/9/13	4,813,576	9/15/15	Acosta, Inc.
	86/138,502	12/9/13	4,813,575	9/15/15	Acosta, Inc.
THE WHY? BEHIND THE BUY	85/443,585	10/10/11	4,153,906	6/5/12	Acosta, Inc.
THE WHY? BEHIND THE BUY	86/184,949	2/5/14	4,782,804	7/28/15	Acosta, Inc.
THE WHY? BEHIND THE BUY	86/976,073	2/5/14	4,721,707	4/14/15	Acosta, Inc.
THE WHY? BEHIND THE BUY	86/641,921	5/27/15	5,037,512	9/6/16	Acosta, Inc.
TRUSTED BRANDS TRUST US	85/732,469	9/19/12	4,334,536	5/14/13	Acosta, Inc.
TRUSTED BRANDS TRUST US	85/732,435	9/19/12	4,334,531	5/14/13	Acosta, Inc.

Canada Registered Trademarks

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Owner
DECONSTRUCTION	1629642	June 5, 2013	TMAA933564	April 4, 2016	Acosta, Inc.
DESIGNED TO DRIVE PURCHASE	1640629	August 22, 2013	TMAA927208	January 26, 2016	Acosta, Inc.
PURCHASE INFLUENCE	1631776	June 19, 2013	TMAA941307	June 20, 2016	Acosta, Inc.
TRUSTED BRANDS TRUST US	1617977	March 12, 2013	TMAA910515	August 6, 2015	Acosta, Inc.

Marks Awaiting Cancellation by USPTO:

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Owner
NORTH AMERICAS ONLY PURCHASE DESIGN AGENCY	85/927,641	5/9/13	4,642,723	11/18/14	Acosta, Inc.
PROMO DEPOT	86/158,875	1/7/14	4,579,770	8/5/14	Acosta, Inc.
PROMO DEPOT	86/156,382	1/2/14	4,579,721	8/5/14	Acosta, Inc.
	86/184,703	2/5/14	4,580,181	8/5/14	Acosta, Inc.
	86/184,774	2/5/14	4,580,182	8/5/14	Acosta, Inc.
PURCHASE INFLUENCE	85/953,755	6/7/13	4,634,406	11/4/14	Acosta, Inc.