

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651240

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900612589		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marketstar QOZ Business, LLC		04/14/2021	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	170 South Main Street, Suite 600		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84101		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6183529		
<b>Registration Number:</b>	5414748	SALES AS A SERVICE	
<b>Registration Number:</b>	4757844	BRAND ADVOCATE	
<b>Registration Number:</b>	4012090	PARTNERDYNAMICS	
<b>Registration Number:</b>	2903925	PARTNERDYNAMICS	
<b>Registration Number:</b>	2621088	MARKETSTAR	
<b>Registration Number:</b>	2429150	MARKETSTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036293450		
<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>			
<b>Phone:</b>	303-629-3400		
<b>Email:</b>	burtner.jody@dorsey.com		
<b>Correspondent Name:</b>	Dorsey & Whitney LLP		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 400		
<b>Address Line 2:</b>	IP Department		
<b>Address Line 4:</b>	Denver, COLORADO 80202-5549		
<b>ATTORNEY DOCKET NUMBER:</b>	059235-11177		

<b>NAME OF SUBMITTER:</b>	Jody L. Burtner, Senior Paralegal
<b>SIGNATURE:</b>	/Jody L. Burtner/
<b>DATE SIGNED:</b>	06/02/2021
<b>Total Attachments: 6</b> source=Document ID 900612589#page1.tif source=Document ID 900612589#page2.tif source=Marketstar Trademark Security Agreement (April 2021)#page1.tif source=Marketstar Trademark Security Agreement (April 2021)#page2.tif source=Marketstar Trademark Security Agreement (April 2021)#page3.tif source=Marketstar Trademark Security Agreement (April 2021)#page4.tif	

## **CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of April 14, 2021, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

WHEREAS, Marketstar Holdings, LLC, a Utah limited liability company (the "Borrower"), and the Secured Party have entered into a Credit Agreement dated concurrently herewith (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Secured Party has agreed to extend to the Borrower certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of (i) all the Obligations under the Credit Agreement and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations, the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

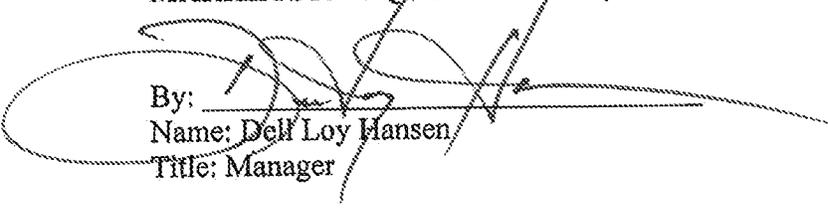
(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

**MARKETSTAR QOZ BUSINESS, LLC**

By: 

Name: Dell Loy Hansen

Title: Manager

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN TRADEMARKS

**Exhibit A - SCHEDULE OF TRADEMARKS**

**United States Trademarks:**

<b>Grantor</b>	<b>Owner</b>	<b>Title or Mark</b>	<b>Application No. and Date</b>	<b>Registration No. and Date</b>
Marketstar QOZ Business, LLC	Marketstar QOZ Business, LLC		No. 88741046  Date: 12/27/2019	No. 6183529  Date: 10/27/2020
Marketstar QOZ Business, LLC	Marketstar QOZ Business, LLC	SALES AS A SERVICE	No. 86868328  Date: 01/07/2016	No. 5414748  Date: 02/27/2018
Marketstar QOZ Business, LLC	Marketstar QOZ Business, LLC	BRAND ADVOCATE	No. 86460808  Date: 11/20/2014	No. 4757844  Date: 06/16/2015
Marketstar QOZ Business, LLC	Marketstar QOZ Business, LLC	PARTNERDYNAMICS	No. 85221458  Date: 01/19/2011	No. 4012090  Date: 08/16/2011
Marketstar QOZ Business, LLC	Marketstar QOZ Business, LLC	PARTNERDYNAMICS	No. 78241221  Date: 04/23/2003	No. 2903925  Date: 11/16/2004
Marketstar QOZ Business, LLC	Marketstar QOZ Business, LLC	MARKETSTAR	No. 76332728  Date: 10/31/2001	No. 2621088  Date: 09/17/2002
Marketstar QOZ Business, LLC	Marketstar QOZ Business, LLC	MARKETSTAR	No. 75570191  Date: 10/09/1998	No. 2429150  Date: 02/20/2001