

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM665297

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900633864

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mars Advertising, Inc.		05/14/2021	Corporation: MICHIGAN
Twin Oaks Integrated Marketing, LLC		05/14/2021	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Pennantpark Loan Agency Servicing, LLC
<b>Street Address:</b>	590 Madison Avenue, 15TH Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
<b>Serial Number:</b>	87536695	GROWTH
<b>Serial Number:</b>	88468915	MARILYN SMART BRIDGE
<b>Registration Number:</b>	6206284	A TO V-COMMERCE
<b>Registration Number:</b>	4613925	CREATE. IMPACT.
<b>Registration Number:</b>	6234287	MARILYN
<b>Registration Number:</b>	2008113	MARS
<b>Registration Number:</b>	3687192	MARS
<b>Registration Number:</b>	4973291	SHOPPER'S JOURNEY
<b>Registration Number:</b>	5908603	SMARTAISLE
<b>Registration Number:</b>	4657754	THE MARS AGENCY
<b>Registration Number:</b>	6030324	THE MARS AGENCY EACCELERATOR
<b>Registration Number:</b>	4613927	THEMARSAGENCY
<b>Registration Number:</b>	6029020	VENDORFUSION
<b>Registration Number:</b>	5362273	SHOPPER MATCHED
<b>Registration Number:</b>	5877244	TWINOAKS

**CORRESPONDENCE DATA****TRADEMARK**

**Fax Number:** 2148558200

**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:** 2148558000

**Email:** chris.andersen@nortonrosefulbright.com

**Correspondent Name:** Chris R. Andersen

**Address Line 1:** 2200 Ross Avenue, Suite 3600

**Address Line 2:** Norton Rose Fulbright US LLP

**Address Line 4:** Dallas, TEXAS 75201-7932

<b>ATTORNEY DOCKET NUMBER:</b>	1001167527
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<b>NAME OF SUBMITTER:</b>	Chris Andersen
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<b>SIGNATURE:</b>	/chris andersen/
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<b>DATE SIGNED:</b>	08/05/2021
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**Total Attachments: 12**

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**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (the “**Agreement**”) made as of May 14, 2021, by **MARS ADVERTISING, INC.**, a Michigan corporation (“**Mars US**”), and **TWIN OAKS INTEGRATED MARKETING LLC**, a Delaware limited liability company (“**Twin Oaks**”; and, together with Mars US, each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

**W I T N E S S E T H:**

**WHEREAS**, Grantee, MARS Acquisition Holdings Corp., a Delaware corporation (“**Borrower**”), MARS Intermediate Holdings II, Inc., a Delaware corporation (“**Holdings**”), Mars US, Twin Oaks, the other Credit Parties from time to time party thereto and the Lenders from time to time party thereto are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extensions of credit to be made to the Borrower by the Lenders; and

**WHEREAS**, pursuant to the terms of that certain Security and Pledge Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Security and Pledge Agreement**”), among Borrower, Holdings, the Grantors, and Grantee and certain other Security Documents now and/or hereafter executed by each Grantor in favor of Grantee, each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in and lien on substantially all of the assets of each Grantor including, among other things, all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired: (i) all United States federal trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed and accepted with respect to such applications), in the United States Patent and Trademark Office (the “**USPTO**”) and (ii) all renewals thereof ((i) and (ii), collectively, “**Trademarks**”), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the “**Trademark Licenses**”), and (iv) all products and proceeds thereof, to secure the payment and performance in full of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security and Pledge Agreement));

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement, the Security and Pledge Agreement and the other Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security and Pledge Agreement or Credit Agreement, as applicable.

2. Grant of Security Interests. To secure the payment and performance in full of the Obligations, and without limiting any other grant of any security interest or lien in any assets of each Grantor provided for or created under any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in and lien on, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following (all of the following items or types of property (excluding all Excluded Collateral) being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or owned, acquired, or arising hereafter:

(i) the Trademarks and Trademark Licenses, including each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

(ii) all accessions, products and proceeds of the forgoing, including without limitation, any claim by each Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that, in connection with the delivery by each Grantor of the Compliance Certificate required to be delivered by the Grantors under Section 4.1(d) of the Credit Agreement in connection with the financial statements of the Grantors and their affiliates, the Grantors shall (i) provide Grantee a listing of any new registered Trademark (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, “**New Trademarks**”) acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which such Grantor shall grant and reconfirm the grant of a security interest in and lien on such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement, the Security and Pledge Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

6. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

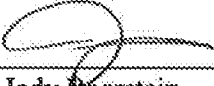
7. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

*(Signature Pages Follow)*


IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first set forth above.

**GRANTORS:**

**MARS ADVERTISING, INC.**

By:   
Name: Jody Boorstein  
Title: Vice President


**TWIN OAKS INTEGRATED MARKETING LLC**

By:   
Name: Jody Boorstein  
Title: Vice President

Agreed and Accepted  
As of the Date First Written Above

**GRANTEE:**

**PENNANTPARK LOAN AGENCY SERVICING,  
LLC, as Administrative Agent**

By:   
Name: Arthur H. Penn  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]


**TRADEMARK  
REEL: 007375 FRAME: 0033**

## Schedule 1


### U.S. Trademark Applications

Trademark/Service Mark	Record Owner	Serial Number	Filing Date	Status
GROW H, GROWTH and DESIGN <b>G R O W + H</b>	Mars Advertising, Inc.	87/536,695	Jul 20, 2017	Pending (Suspended)
MARILYN SMART BRIDGE	Mars Advertising, Inc.	88/468,915	Jun 11, 2019	Pending (Suspended)

### U.S. Trademark Registrations

Trademark/Service Mark	Record Owner	Registration Number	Registration Date	Status
A TO V-COMMERCE	Mars Advertising, Inc.	6206284	Nov 24, 2020	Registered
CREATE. IMPACT.	Mars Advertising, Inc.	4613925	Sep 30, 2014	Registered
MARILYN	Mars Advertising, Inc.	6234287	Dec 29, 2020	Registered
MARS	Mars Advertising, Inc.	2008113	Oct 15, 1996	Registered
MARS & Design 	Mars Advertising, Inc.	3687192	Sep 22, 2009	Registered
SHOPPER'S JOURNEY	Mars Advertising, Inc.	4973291	Jun 7, 2016	Registered
SMART AISLE	Mars Advertising, Inc.	5908603	Nov 12, 2019	Registered
THE MARS AGENCY	Mars Advertising, Inc.	4657754	Dec 16, 2014	Registered
THE MARS AGENCY EACCELERATOR	Mars Advertising, Inc.	6030324	Apr 7, 2020	Registered
THEMARSAGENCY Stylized	Mars Advertising, Inc.	4613927	Sep 30, 2014	Registered



<b>Trademark/Service Mark</b>	<b>Record Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
VENDORFUSION	Mars Advertising, Inc.	6029020	Apr 7, 2020	Registered
SHOPPER MATCHED & Design 	The Mars Agency, Inc. D/B/A The Mars Agency	5362273	Dec 26, 2017	Registered
TWINOAKS	Twin Oaks Integrated Marketing, LLC (Texas limited liability company) D/B/A Twin Oaks <sup>1</sup>	5877244	Oct 8, 2019	Registered

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<sup>1</sup> NTD: Title update remains to be recorded with the USPTO.

**EXHIBIT A**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the “**Supplement**”) made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by **MARS ADVERTISING, INC.**, a Michigan corporation (“**Mars US**”), and **TWIN OAKS INTEGRATED MARKETING LLC**, a Delaware limited liability company (“**Twin Oaks**”; and, together with Mars US, each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

**WITNESSETH:**

**WHEREAS**, Grantee, MARS Acquisition Holdings Corp., a Delaware corporation (“**Borrower**”), MARS Intermediate Holdings II, Inc., a Delaware corporation (“**Holdings**”), Mars US, Twin Oaks, the other Credit Parties from time to time party thereto and the Lenders from time to time party thereto are parties to that certain Credit and Guaranty Agreement dated as of May 14, 2021 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extensions of credit to be made to the Borrower by the Lenders;

**WHEREAS**, the Grantors and Grantee are parties to that certain Trademark Security Agreement dated as of May [\_\_\_], 2021 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Agreement**”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

**WHEREAS**, pursuant to the Trademark Agreement, the Grantors have agreed that in connection with the acquisition by a Grantor of any Trademarks issued or applied for with the USPTO since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the “**New Trademarks**”), the Grantors shall deliver to Grantee a Supplement to the Trademark Agreement in substantially the form of Exhibit A to such Trademark Agreement pursuant to which the applicable Grantor shall grant and reconfirm the grant by them of a security interest in and lien on all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, each Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantors provided for or created under the Security and Pledge Agreement or any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security and Pledge

Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in and lien on such Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

6. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTORS: MARS ADVERTISING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TWIN OAKS INTEGRATED MARKETING LLC**

By: \_\_\_\_\_  
Name:  
Title:

Agreed and Accepted  
As of the Date First Written  
Above

**GRANTEE:**

**PENNANTPARK LOAN AGENCY SERVICING,  
LLC, as Administrative Agent**

By: \_\_\_\_\_

Name:

Title:

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
DATED \_\_\_\_\_**

**Trademark Applications**

<b>Trademark/Service Mark</b>	<b>Record Owner</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Goods/Services</b>

**Trademarks**

<b>Trademark/Service Mark</b>	<b>Record Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>