

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839651

|                              |                    |
|------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION       |
| <b>NATURE OF CONVEYANCE:</b> | Security Agreement |
| <b>RESUBMIT DOCUMENT ID:</b> | 900787763          |

**CONVEYING PARTY DATA**

| Name                         | Formerly | Execution Date | Entity Type                         |
|------------------------------|----------|----------------|-------------------------------------|
| Acosta, Inc.                 |          | 07/21/2023     | Corporation: DELAWARE               |
| Mosaic Parent Holdings Inc.  |          | 07/21/2023     | Corporation: DELAWARE               |
| Acosta Employee Holdco, LLC  |          | 07/21/2023     | Limited Liability Company: DELAWARE |
| The CORE Group, Inc.         |          | 07/21/2023     | Corporation: DELAWARE               |
| Impact Group, LLC            |          | 07/21/2023     | Limited Liability Company: DELAWARE |
| INTERNATIONAL BAZAAR, LLC    |          | 07/21/2023     | Limited Liability Company: DELAWARE |
| Premium Retail Services, LLC |          | 07/21/2023     | Limited Liability Company: DELAWARE |

**RECEIVING PARTY DATA**

|                          |  |
|--------------------------|--|
| <b>Name:</b>             | Bank of America, N.A., as Administrative Agent |
| <b>Street Address:</b>   | 900 W Trade St.                                |
| <b>Internal Address:</b> | Gateway Village-900 Building                   |
| <b>City:</b>             | Charlotte                                      |
| <b>State/Country:</b>    | NORTH CAROLINA                                 |
| <b>Postal Code:</b>      | 28255  |
| <b>Entity Type:</b>      | National Association: UNITED STATES            |

**PROPERTY NUMBERS Total: 33**

| Property Type         | Number   | Word Mark                  |
|-----------------------|----------|----------------------------|
| <b>Serial Number:</b> | 74717148 | ACOSTA                     |
| <b>Serial Number:</b> | 86422230 | ACOSTA                     |
| <b>Serial Number:</b> | 78649152 |                            |
| <b>Serial Number:</b> | 85927231 | DECONSTRUCTION             |
| <b>Serial Number:</b> | 86027410 | DESIGNED TO DRIVE PURCHASE |
| <b>Serial Number:</b> | 85927304 | HUNTER STRAKER             |
| <b>Serial Number:</b> | 78210452 | INFOLYNC                   |
| <b>Serial Number:</b> | 78646435 | INTERNATIONAL BAZAAR       |
| <b>Serial Number:</b> | 75483126 | INTERNATIONAL BAZAAR       |

TRADEMARK

| Property Type  | Number   | Word Mark                              |
|----------------|----------|--|
| Serial Number: | 74256117 | INTERNATIONAL BAZAAR                   |
| Serial Number: | 73720114 | INTERNATIONAL BAZAAR                   |
| Serial Number: | 85927483 | PURCHASE DESIGN                        |
| Serial Number: | 85443585 | THE WHY? BEHIND THE BUY                |
| Serial Number: | 86184949 | THE WHY? BEHIND THE DINE               |
| Serial Number: | 86976073 | THE WHY? BEHIND THE DINE               |
| Serial Number: | 86641921 | THE WHY? BEHIND THE DINE               |
| Serial Number: | 85732469 | TRUSTED BRANDS TRUST US                |
| Serial Number: | 85732435 | TRUSTED BRANDS TRUST US                |
| Serial Number: | 85404945 | MOSAIC                                 |
| Serial Number: | 85405108 | MOSAIC                                 |
| Serial Number: | 86557963 | MOSAIC                                 |
| Serial Number: | 75243650 | FRONTLINE MARKETING                    |
| Serial Number: | 87437185 | IMPACT GROUP                           |
| Serial Number: | 87813379 | IRIS IMPACT RETAIL INFORMATION SYSTEMS |
| Serial Number: | 87791411 | MAKING GLOBAL SIMPLE                   |
| Serial Number: | 74387225 | CORE GROUP                             |
| Serial Number: | 90159752 | ACOSTA                                 |
| Serial Number: | 88751785 | BRAND BUZZ                             |
| Serial Number: | 88751789 | BRANDBUZZ                              |
| Serial Number: | 90159754 |  |
| Serial Number: | 85722184 | QTRAX                                  |
| Serial Number: | 97038084 | P                                      |
| Serial Number: | 97038076 | PREMIUM.                               |

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Sophie Bolt

**SIGNATURE:** /Sophie Bolt/

**DATE SIGNED:** 09/15/2023

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 21, 2023, (this "Agreement"), among Acosta, Inc., a Delaware corporation, International Bazaar, LLC, a Delaware limited liability company, Mosaic Parent Holdings Inc., a Delaware corporation, Acosta Employee Holdco, LLC, a Delaware limited liability company, Premium Retail Services, LLC, a Delaware limited liability company, The CORE Group, Inc., a Delaware corporation and Impact Group, LLC, a Delaware limited liability company (each, a "Grantor") and Bank of America, N.A., as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, 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 in Credit Agreement, dated as of the date hereof) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, *inter alios*, ACOSTA HOLDINGS CORP., a Delaware corporation ("Holdings"), ACOSTA INC., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and Bank of America, N.A., as Administrative Agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

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

B. **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 and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the 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 such Grantor and regardless of where located (collectively, the "IP Collateral"):

(a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

(b) all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office and exclusive Licenses to United States registered Copyrights listed on Schedule II; and

(c) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

C. ***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 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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

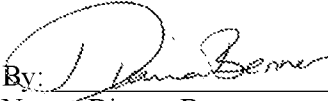
[Signature Pages Follow]

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

Acosta Inc.  
International Bazaar, LLC  
Mosaic Sales Solutions US Operating Co., LLC  
Mosaic Parent Holdings Inc.  
Acosta Employee Holdco, LLC  
Premium Retail Services, LLC  
The CORE Group, Inc.  
Impact Group, LLC

By:   
Name: Todd Taylor  
Title: Chief Accounting Officer and Treasurer

BANK OF AMERICA, N.A.,  
as the Administrative Agent

By: 

Name: Dianna Benner

Title: Assistant Vice President

## SCHEDULE I

### TRADEMARKS

| REGISTERED OWNER             | REGISTRATION NUMBER | TRADEMARK   |
|------------------------------|---------------------|---|
| Acosta, Inc.                 | 74/717,148          | ACOSTA  |
| Acosta, Inc.                 | 86/422,230          | ACOSTA  |
| International Bazaar, LLC    | 78649152            | DESIGN ONLY   |
| Acosta, Inc.                 | 85/927,231          | DECONSTRUCTION  |
| Acosta, Inc.                 | 86/027,410          | DESIGNED TO DRIVE<br>PURCHASE                           |
| Acosta, Inc.                 | 85/927,304          | HUNTER STRAKER**  |
| Acosta, Inc.                 | 78/210,452          | INFOLYNC  |
| International Bazaar, LLC    | 78646435            | INTERNATIONAL BAZAAR and<br>Design                      |
| International Bazaar, LLC    | 75483126            | INTERNATIONAL BAZAAR and<br>Design                      |
| International Bazaar, LLC    | 74256117            | INTERNATIONAL BAZAAR                                    |
| International Bazaar, LLC    | 73720114            | INTERNATIONAL BAZAAR                                    |
| Acosta, Inc.                 | 85/927,483          | PURCHASE DESIGN   |
| Acosta, Inc.                 | 85/443,585          | THE WHY? BEHIND THE DINE                                |
| Acosta, Inc.                 | 86/184,949          | THE WHY? BEHIND THE DINE                                |
| Acosta, Inc.                 | 86/976,073          | THE WHY? BEHIND THE DINE                                |
| Acosta, Inc.                 | 86/641,921          | THE WHY? BEHIND THE DINE                                |
| Acosta, Inc.                 | 85/732,469          | TRUSTED BRANDS TRUST US                                 |
| Acosta, Inc.                 | 85/732,435          | TRUSTED BRANDS TRUST US                                 |
| Mosaic Parent Holdings Inc.  | 85/404,945          | MOSAIC  |
| Mosaic Parent Holdings Inc.  | 85/405,108          | MOSAIC  |
| Mosaic Parent Holdings Inc.  | 86/557,963          | MOSAIC  |
| Acosta Employee Holdco, LLC  | 75/243,650          | FRONTLINE<br>MARKETING                                  |
| IMPACT GROUP, LLC            | 87437185            | IMPACT GROUP and Design                                 |
| IMPACT GROUP, LLC            | 87813379            | IRIS IMPACT RETAIL<br>INFORMATION SYSTEMS and<br>Design |
| IMPACT GROUP, LLC            | 87791411            | MAKING GLOBAL SIMPLE                                    |
| THE CORE GROUP, INC.         | 74387225            | CORE GROUP  |
| Acosta, Inc.                 | 90159752            | ACOSTA and design                                       |
| Premium Retail Services, LLC | 88751785            | BRAND BUZZ  |
| Premium Retail Services, LLC | 88751789            | BRANDBUZZ   |
| Acosta, Inc.                 | 90159754            | Design Only   |
| Premium Retail Services, LLC | 85722184            | QTRAX   |



TRADEMARK APPLICATIONS

| APPLICANT                    | APPLICATION NO. | TRADEMARK          |
|------------------------------|-----------------|--------------------|
| Premium Retail Services, LLC | 97/038,084      | P and Design       |
| Premium Retail Services, LLC | 97/038,076      | PREMIUM (Stylized) |

**SCHEDULE II**

**COPYRIGHTS**

| <b>REGISTERED OWNER</b>   | <b>REGISTRATION NUMBER</b> | <b>TITLE</b>   |
|---------------------------|----------------------------|--|
| International Bazaar, LLC | VAU000514229               | HAPPY ANNIVERSARY  |
| International Bazaar, LLC | VAU000522633               | HAPPY BIRTHDAY : 750 MIL<br>25.4 FL OZ (1 PT 9.4 FL OZ)  |
| International Bazaar, LLC | VAU000542002               | IT'S A BOY : SPARKLING<br>WHITE GRAPE JUICE<br>COCKTAIL  |
| International Bazaar, LLC | VAU000518139               | IT'S A GIRL : SPARKLING<br>WHITE GRAPE JUICE<br>COCKTAIL |