OF \$340.00 4098824

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM857391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANSIRA PARTNERS, INC.		11/30/2023	Corporation: DELAWARE
ANSIRA PARTNERS, LLC		11/30/2023	Limited Liability Company: DELAWARE
LBN PARTNERS LLC		11/30/2023	Limited Liability Company: DELAWARE
BRIGHTWAVE MARKETING, LLC		11/30/2023	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	Crystal Financial LLC d/b/a SLR Credit Solutions, as Administrative Agent		
Street Address:	Two International Place, 17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark		
Registration Number:	4098824	ANSIRA		
Registration Number:	4974475	ANSIRA		
Registration Number:	4514229	BRIGHTWAVE		
Registration Number:	2923064	BRIGHTWAVE MARKETING		
Registration Number:	5355099	EIQ		
Registration Number:	3236999	IQI		
Registration Number:	5773398	LBN		
Registration Number:	3252777	LOCAL BIZ NOW SEARCH MARKETING FOR THE L		
Registration Number:	3251495	LOCALBIZNOW		
Registration Number:	3015488	MARKETSPY		
Registration Number:	1365893	OPTIMAIL		
Registration Number:	6357284	SINCRO AN ANSIRA COMPANY		
Registration Number:	6336472	SINCRO		

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900817742

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300 Address Line 4: 55 East Monroe, Suite 3300 CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	8574.001
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	11/30/2023

Total Attachments: 5

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TRADEMARK
REEL: 008274 FRAME: 0561

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2023 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), among ANSIRA PARTNERS, INC., a Delaware corporation, ANSIRA PARTNERS, LLC, a Delaware limited liability company, LBN PARTNERS LLC, a Delaware limited liability company, and BRIGHTWAVE MARKETING, LLC, a Georgia limited liability company, (each a "Grantor" and, collectively, the "Grantors"), and CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of November 30, 2023, by and among ANSIRA HOLDINGS, INC., a Delaware corporation ("Holdings"), ANSIRA PARTNERS, INC., a Delaware corporation (the "Company"), the other Subsidiaries of Holdings from time to time party thereto as Borrowers (the Company, together with such subsidiaries each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), certain other Subsidiaries of Holdings from time to time party thereto as Guarantors (Holdings, together with such subsidiaries, each, a "Guarantor" and collectively, the "Guarantors"), the financial institutions from time to time party thereto as lenders (each, a "Lender" and, collectively, the "Lenders"), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of November 30, 2023, by and among the Grantors, the other "Grantors" party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

- 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.
- 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear,

TRADEMARK REEL: 008274 FRAME: 0562 uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on <u>Schedule I</u> and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "<u>Trademarks</u>"),

- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
 - (c) all goodwill associated therewith or symbolized by any of the foregoing,
- (d) all rights to sue or otherwise recover for any past, present and future infringement or other violation of any of the foregoing,
- (e) all Proceeds, including without limitation, income, fees, royalties, damages and payments (including, without limitation, proceeds of suits) now and hereafter due and/or payable thereunder and with respect thereto, including damages and payments for past, present or future infringements thereof, and
- (f) all other assets, rights and interests that uniquely reflect or embody such goodwill.
- 3. <u>Security Agreement.</u> 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 Trademark 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.
- 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. <u>Governing Law.</u> This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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[Continued on the following page.]

TRADEMARK REEL: 008274 FRAME: 0563

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

ANSIRA PARTNERS, INC.

Name: Rudy Gonzalez

Title: Chief Financial Officer, Treasurer and

Secretary

ANSIRA PARTNERS, LLC

By: Rudy Gonzalez

Title: Chief Financial Officer, Treasurer and

Secretary

LBN PARTNERS LLC

Name: Rudy Gonzalez

Title: Chief Financial Officer, Treasurer and

Secretary

BRIGHTWAVE MARKETING, LLC

Name: Rudy Gonzalez

Title: Chief Financial Officer, Treasurer and

Secretary

CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS, as Administrative Agent

By: My Zama

Name: Michael Stavrakos

Title: Director

SCHEDULE I

TRADEMARKS

Trademark	Owner	App No.	Filing Date	Reg. No.	Reg. Date
ANSIRA	Ansira Partners, Inc.	85/360,309	6/30/2011	4,098,824	2/14/2012
ANSIRA (Stylized)	Ansira Partners, Inc.	86/565,672	3/16/2015	4,974,475	6/7/2016
BRIGHTWAVE	BrightWave Marketing, LLC	86/056,644	9/5/2013	4,514,229	4/15/2014
BRIGHTWAVE MARKETING	BrightWave Marketing, LLC	78/349,930	1/9/2004	2,923,064	2/1/2005
EIQ	BrightWave Marketing, LLC	87/455,432	5/18/2017	5,355,099	12/12/2017
IQI	Ansira Partners, Inc.	78/914,269	6/22/2006	3,236,999	5/1/2007
LBN and Design	LBN Partners LLC	88/066,774	8/6/2018	5,773,398	6/11/2019
LOCAL BIZ NOW SEARCH MARKETING FOR THE LOCAL BUSINESS	LBN Partners LLC	77/011,790	10/2/2006	3,252,777	6/19/2007
LOCALBIZNOW	LBN Partners LLC	78/932,494	7/19/2006	3,251,495	6/12/2007
MARKETSPY	Ansira Partners, Inc.	78/483,504	9/14/2004	3,015,488	11/15/2005
OPTIMAIL	Ansira Partners, LLC	73/518,350	1/22/1985	1,365,893	10/15/1985
SINCRO AN ANSIRA COMPANY & Design	Ansira Partners, Inc.	88844634	3/23/2020	6357284	5/18/2021
SINCRO	Ansira Partners, Inc.	88842179	3/20/2020	6336472	4/27/2021

RECORDED: 11/30/2023

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