

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARKETSTAR QOZ BUSINESS, LLC		05/01/2023	Limited Liability Company: UTAH
REGALIX, INC.		05/01/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	170 South Main Street		
Internal Address:	#2100		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6183529		
Registration Number:	5414748	SALES AS A SERVICE	
Registration Number:	4757844	BRAND ADVOCATE	
Registration Number:	4012090	PARTNERDYNAMICS	
Registration Number:	2903925	PARTNERDYNAMICS	
Registration Number:	2621088	MARKETSTAR	
Registration Number:	2429150	MARKETSTAR	
Registration Number:	6504939	REGALIX	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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>			
Phone:	6124926980		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Julia B. Lisi, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		

OP \$215.00 6183529

Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER: Julia B. Lisi

SIGNATURE: /julia b. lisi/

DATE SIGNED: 01/26/2024

Total Attachments: 5

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of May 1, 2023, by and from the grantors party hereto (each, a “Grantor” and collectively, the “Grantors”), 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, each 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 Grantors own 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 each Grantor (at such Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) Each 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 such Grantor.

(c) Unless and until an Event of Default occurs and is continuing, each 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 such Grantor.

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IN WITNESS WHEREOF, each 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

REGALIX, INC.

By: _____
Name: Benjamin Kaufmann
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008329 FRAME: 0135

IN WITNESS WHEREOF, each 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

REGALIX, INC.

By:  _____

Name: Benjamin Kaufmann

Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Grantor	Owner	Title or Mark	Application No. and Date	Registration No. and Date
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
Regalix, Inc.	Regalix, Inc.		No. 88674805 Date: 10/30/2019	No. 6504939 10/5/2021