

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625618

| | | | |
|---|---|-----------------------|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Mosaic Sales Solutions Canada Operating Co. | | 02/09/2021 | Unlimited Company: NOVA SCOTIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | 3455 Peachtree Road NE | | |
| Internal Address: | Mail Code: GA7-024-12-05 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30326 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90195823 | ON THE HOUSE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 4155911000 | | |
| Email: | TrademarksCH@winston.com | | |
| Correspondent Name: | Laura M. Franco, Winston & Strawn LLP | | |
| Address Line 1: | 101 California Street | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111-5840 | | |
| NAME OF SUBMITTER: | Laura M. Franco | | |
| SIGNATURE: | /Laura M. Franco/ | | |
| DATE SIGNED: | 02/10/2021 | | |
| Total Attachments: 6 | | | |
| source=Mosaic Sales Solutions Canada Operating Co. to BOA security interest#page1.tif | | | |
| source=Mosaic Sales Solutions Canada Operating Co. to BOA security interest#page2.tif | | | |
| source=Mosaic Sales Solutions Canada Operating Co. to BOA security interest#page3.tif | | | |
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NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS

February 9, 2021

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Mosaic Sales Solutions Canada Operating Co., a Nova Scotia unlimited company (the "Grantor") with principal offices at 2700 Matheson Blvd. East, East Tower, Ste 101, Mississauga, Ontario, Canada L4W 4V9 hereby pledges and grants to Bank of America, N.A., as Collateral Agent (the "Grantee"), for the benefit of the Secured Parties (as such term is defined in the Loan and Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under, whether presently existing or hereafter created or acquired, (i) (a) all trademarks, service marks, certification marks, domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office and the Canadian Intellectual Property Office, and all extensions or renewals thereof, including without limitation any of the foregoing set forth in Schedule A hereto, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, and all other Proceeds (as such term is defined in the Loan and Security Agreement referred to below), (f) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (g) rights corresponding thereto throughout the world, (collectively, the "Trademark Collateral"); provided that the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law.

THIS GRANT (this "Grant") is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the Loan and Security Agreement among the Grantor, the other Borrowers and Guarantors from time to time party thereto and the Grantee, dated as of the date hereof (as amended, modified, restated and/or supplemented from time to time, the "Loan and Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Loan and Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Grant.

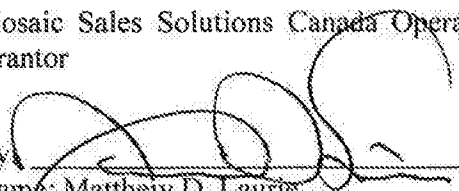
This Grant has been granted in conjunction with the security interest granted to the Grantee under (a) the Loan and Security Agreement, and (b) that certain Canadian Security Agreement among the Grantor, the other Guarantors from time to time party thereto and the Grantee, dated as of the date hereof (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") and is expressly subject to the terms and conditions thereof. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Loan and Security Agreement and the Security Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Grant are deemed to conflict with the Loan and Security Agreement or the Security Agreement, the provisions of the Loan and Security Agreement or Security agreement, as applicable, shall govern.

This Grant shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 9th day
of February, 2021.

Mosaic Sales Solutions Canada Operating Co., as
Grantor

By 
Name: Matthew D. Laurie
Title: Executive Vice President, Finance

Trademark Security Agreement

TRADEMARK
REEL: 007188 FRAME: 0349

SCHEDULE A

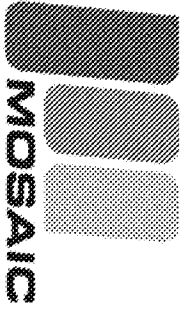

[See attached]

United States Trademarks

| Trademark | Application Number | Filing Date | Registration Number | Registration Date | Owner |
|--------------|--------------------|-------------|---------------------|-------------------|--|
| ON THE HOUSE | 90/195,823 | 9/21/20 | | | Mosaic Sales Solutions Canada Operating Co. |

Canada Registered Trademarks

| Trademark | Application Number | Filing Date | Registration Number | Registration Date | Owner |
|---|--------------------|-------------------|---------------------|--------------------|--|
| "LAUNCH!" | 1374498 | December 4, 2007 | TMA739295 | May 1, 2009 | Mosaic Sales Solutions Canada Operating Co. |
| LAUNCH! Brand Marketing (Black Background) & Design | 1272378 | September 8, 2005 | TMA724653 | September 29, 2008 | Mosaic Sales Solutions Canada Operating Co. |
| LAUNCH! Brand Marketing (White Background) & Design | 1272377 | September 8, 2005 | TMA724654 | September 29, 2008 | Mosaic Sales Solutions Canada Operating Co. |
| ** LAUNCH! BRAND MARKETING | | | | | |
| ** LAUNCH! BRAND MARKETING | 1049968 | March 9, 2000 | TMA614903 | July 14, 2004 | Mosaic Sales Solutions Canada Operating Co. |
| MOSAIC | 1564182 | February 15, 2012 | TMA918139 | October 23, 2015 | Mosaic Sales Solutions Canada Operating Co. |

| Trademark | Application Number | Filing Date | Registration Number | Registration Date | Owner |
|--|--------------------|--------------------|---------------------|-------------------|--|
| MOSAIC & Design  | 1564225 | February 15, 2012 | TMA918096 | October 23, 2015 | Mosaic Sales Solutions Canada Operating Co. |
| SHOPPER SOLUTIONS | 1693161 | September 10, 2014 | TMA939667 | June 2, 2016 | Mosaic Sales Solutions Canada Operating Co. |
| SHOPPER SOLUTIONS & Design  | 1693165 | September 10, 2014 | TMA939656 | June 2, 2016 | Mosaic Sales Solutions Canada Operating Co. |
| HUNTER STRAKER * | 1628001 | May 23, 2013 | TMA885349 | September 8, 2014 | Mosaic Sales Solutions Canada Operating Co. |
| NORTH AMERICAS ONLY PURCHASE DESIGN AGENCY * | 1624643 | April 29, 2013 | TMA927217 | January 26, 2016 | Mosaic Sales Solutions Canada Operating Co. |
| PURCHASE DESIGN * | 1473452 | March 17, 2010 | TMA819899 | March 14, 2012 | Mosaic Sales Solutions Canada Operating Co. |

* Mosaic Sales Solutions Canada Operating Co. is the current owner by virtue of the amalgamation of Mosaic Sales Solutions Canada Operating Co. and Hunter Straker Limited on 10/31/16.

Canada Trademark Applications

| Trademark | Application Number | Filing Date | Status | Applicant |
|--------------|--------------------|-----------------|---|--|
| NEWFOUND | 2048474 | August 28, 2020 | Formalized | Mosaic Sales Solutions Canada Operating Co. |
| ON THE HOUSE | 2044661 | August 7, 2020 | Application was assigned to an examining attorney on 2/5/21 | Mosaic Sales Solutions Canada Operating Co. |

TRADEMARK

REEL: 007188 FRAME: 0352

RECORDED: 02/10/2021