

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinstripe Holdings LLC		01/17/2019	Limited Liability Company: DELAWARE
Cielo, Inc., f/k/a Pinstripe, Inc.		01/17/2019	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: ENGLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5078347	CIELO	
Registration Number:	5625064	CIELO	
Registration Number:	5492398	MOORLAND GRAY	
Registration Number:	5082870	SKY RECRUIT	
Registration Number:	3127912	PINSTRIPE	
Registration Number:	3818182	RECRUITALICIOUS	
Registration Number:	4629160	WE BECOME YOU	
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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		

CH \$190.00 5078347

SIGNATURE:	/s/ AG
DATE SIGNED:	01/17/2019
Total Attachments: 6 source=Sky - Trademark Security Agreement (Executed)#page1.tif source=Sky - Trademark Security Agreement (Executed)#page2.tif source=Sky - Trademark Security Agreement (Executed)#page3.tif source=Sky - Trademark Security Agreement (Executed)#page4.tif source=Sky - Trademark Security Agreement (Executed)#page5.tif source=Sky - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2019 (the “**Trademark Security Agreement**”), made by Pinstripe Holdings LLC and Cielo, Inc., f/k/a Pinstripe, Inc. (the “**Grantors**”), is in favor of Barclays Bank PLC, as collateral agent for the benefit of the Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and permitted assigns in such capacity, the “**Assignee**”).

W I T N E S S E T H:

WHEREAS, the Grantors, specified affiliates of Grantors and Assignee are party to that certain Pledge and Security Agreement dated as of January 17, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce Lenders and the Issuing Banks to make their respective extensions of credit to the Initial Borrower and the Borrower thereunder, to induce the counterparties to provide Banking Services in connection with the Secured Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Pledge and Security Agreement and (to the extent not defined therein) the Credit Agreement. For purposes of this Trademark Security Agreement, the term “**Trademarks**” shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the PTO (or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) all Proceeds and products of the foregoing;

provided, that in no event shall the Security Interest attach to or the term "Trademark Collateral" include any Excluded Property.

SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted concurrently and in conjunction with the security interest granted to the Assignee pursuant to the Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than (x) Unliquidated Obligations, (y) obligations in respect of Hedge Agreements and (z) Obligations in respect of Secured Banking Services Obligations not yet due and payable) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the applicable Issuing Bank or back-stopped by a letter of credit in form and substance reasonably satisfactory to the applicable Issuing Bank) and no Issuing Bank has any further obligation to issue or amend Letters of Credit under the Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.20 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents and take such further actions that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Collateral Agent.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


SECTION 7. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have duly executed this TRADEMARK SECURITY AGREEMENT as of the day and year first above written.


CIELO, INC. (f/k/a Pinstripe, Inc.)

By:  _____

Name: Susan J. Marks

Title: Chief Executive Officer and
President

PINSTRIPES HOLDINGS, LLC

By:  _____

Name: Susan J. Marks

Title: Chief Executive Officer and
President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006528 FRAME: 0971

Accepted and Agreed:

Barclays Bank PLC, as Assignee

By: 
Name: Craig Malloy
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARKSTrademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Owner
CIELO	5078347	Pinstripe Holdings LLC
CIELO & Design	5625064	Pinstripe Holdings LLC
MOORLAND GRAY	5492398	Pinstripe Holdings LLC
SKY RECRUIT	5082870	Pinstripe Holdings LLC
PINSTRIFE	3127912	Cielo, Inc. (f/k/a Pinstripe, Inc.)
RECRUITALICIOUS	3818182	Cielo, Inc. (f/k/a Pinstripe, Inc.)
WE BECOME YOU	4629160	Cielo, Inc. (f/k/a Pinstripe, Inc.)