

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		01/17/2019	Bank: UNKNOWN
RECEIVING PARTY DATA			
Name:	Cielo, Inc., f/k/a Pinstripe, Inc.		
Street Address:	200 South Executive Drive, Suite 400		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53005		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77840489	HRPRENEURING	
Serial Number:	78498537	PINSTRIPE	
Serial Number:	76619411	R2R	
Serial Number:	77886835	RECRUITALICIOUS	
Serial Number:	76619412	REQUISITION-TO-RESULTS	
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		
SIGNATURE:	/s/ AG		
DATE SIGNED:	01/17/2019		
Total Attachments: 4			

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this “*Termination and Release*”) is granted as of January 17, 2019 by **SILICON VALLEY BANK**, in its capacity as Administrative Agent for certain secured parties (the “*Assignee*”), in favor of **CIELO, INC.**, a Wisconsin corporation formerly known as Pinstripe, Inc. (the “*Grantor*”). Capitalized terms used but not defined herein have the meaning set forth in the Trademark Security Agreement.

WHEREAS, the Grantor and the Assignee and certain other parties and certain Lenders party thereto entered into that certain Credit Agreement, dated as of July 17, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, (i) the Grantor, the Assignee and certain other parties entered into that certain Guarantee and Collateral Agreement, dated as of July 17, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), and (ii) the Grantor executed and delivered a Trademark Security Agreement, dated as of July 17, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Trademark Security Agreement*”) recorded with the United States Patent and Trademark Office (“*USPTO*”) on July 17, 2013, at Reel 5072, Frame 0860;

WHEREAS, pursuant to the terms and conditions of the Guarantee and Collateral Agreement and the Trademark Security Agreement, the Grantor granted to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks (as defined in the Trademark Security Agreement) then owned or thereafter acquired by the Grantor;

WHEREAS, the Grantor has requested that the Assignee hereby terminate, release and discharge fully its security interests in and liens on all such Trademarks as herein provided; and

WHEREAS, the Assignee has agreed to terminate, release and discharge fully its interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

1. terminates the Trademark Security Agreement and releases, terminates and discharges all liens and security interests in Grantor’s right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those trademarks and trademark applications identified in Schedule I hereto;
2. retransfers, re-conveys and reassigns to the Grantor, without representation or warranty of any kind, express or implied, free and clear of any claims by the Assignee, all right, title or interest of the Assignee (if any) in, to or under the Trademarks of the Grantor; and
3. authorizes and requests that this Termination and Release be recorded with the USPTO.

THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

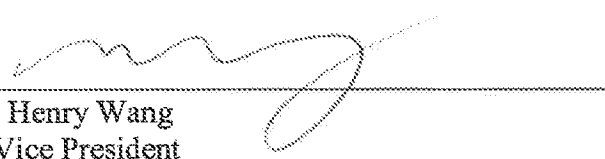
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK, as Assignee

By: _____

Name: Henry Wang

Title: Vice President

A handwritten signature in black ink, appearing to read "Henry Wang", is written over a horizontal dotted line. The signature is fluid and cursive, with a large loop at the end.

[Signature Page to Termination and Release of Trademark Security Agreement]

TRADEMARK
REEL: 006528 FRAME: 0996

SCHEDULE I TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Registered Trademarks

<u>Registration or Application No. (indicate if an application)</u>	<u>Registration or Application Date</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
77/840,489	10/2/2009	USA	HRPRENEURING
1556233	12/7/2011	Canada	PINSTRIFE
78/498,537	10/12/2004	USA	PINSTRIFE
76/619,411	11/4/2004	USA	R2R
77/886,835	12/4/2009	USA	RECRUITALICIOUS
76/619,412	11/4/2004	USA	REQUISITION-TO- RESULTS

Applications of Registration of Trademarks

None