

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEKO WORLDWIDE, LLC		06/26/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	300 South Tryon Street 16th Floor		
Internal Address:	Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4715155	AIR-CITY	
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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Maria E. DeGiovanni		
Address Line 1:	35 W. Wacker Drive		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	14044.41		
NAME OF SUBMITTER:	Maria E. DeGiovanni		
SIGNATURE:	/Maria E. DeGiovanni by trademarkny/		
DATE SIGNED:	07/08/2019		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) is made as of June 26, 2019, by SEKO WORLDWIDE, LLC (“**Grantor**”), in favor of BARINGS FINANCE LLC (formerly known as Babson Capital Finance LLC), in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantor owns the trademarks and service marks listed on the attached **Schedule A**, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into an Amended and Restated Pledge and Security Agreement, dated July 13, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain Amended and Restated Intercreditor Agreement, dated as of July 13, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Intercreditor Agreement**”), among the Grantee, in its capacity as the Term Loan Agent, Bank of Montreal, in

its capacity as the ABL Agent (as defined therein) (as assignee of BMO Harris Bank N.A.), and certain other Persons which may be or become parties thereto or become bound thereto from time to time, as acknowledged by the Grantor and the other Borrowers party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control, and Grantor hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic means (including, without limitation, via e-mail in portable document format or ".PDF") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

SEKO WORLDWIDE, LLC, a Delaware limited liability company

By: 

Name: Michael Weiss

Title: Manager and Assistant Secretary

SCHEDULE A

Trademark Registrations and Applications

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
AIR-CITY	Registered	86314446	19-Jun-2014	4715155	07-APR-2015