

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM535969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINSHUTTLE, LLC		08/09/2019	Limited Liability Company: DELAWARE
ENTERWORKS ACQUISITION, INC.		08/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC., AS COLLATERAL AGENT		
Street Address:	C/O TENNENBAUM CAPITAL PARTNERS, LLC, 2951 28TH STREET		
Internal Address:	SUITE 1000		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	75500402	ENTERWORKS	
Serial Number:	87603755	PRECISION EATING	
Serial Number:	87610454		
Serial Number:	87610451		
Serial Number:	75151723	E.	
Serial Number:	78592792	WINSHUTTLE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8208		
Email:	alana.hernandez@kattenlaw.com		
Correspondent Name:	ALANA HERNANDEZ C/O KATTEN MUCHIN		
Address Line 1:	525 W. MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	ALANA HERNANDEZ		

CH \$165.00 75500402

SIGNATURE:	/ALANA HERNANDEZ/
DATE SIGNED:	08/09/2019
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of August 9, 2019, by WINSHUTTLE, LLC, a Delaware limited liability company and Enterworks Acquisition, Inc., a Delaware corporation (each, a "Grantor" and, collectively, the "Grantors"), in favor of OBSIDIAN AGENCY SERVICES, INC., as collateral agent (in such capacity, together with its successors and assigns, "Collateral Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, Grantors, certain affiliates of Grantors from time to time party thereto, Collateral Agent, PNC BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and assigns, "Administrative Agent") and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Collateral Agent, for itself and the ratable benefit of Secured Parties, a security interest in substantially all of the assets of such Grantor.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Collateral Agent, for itself and the ratable benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired by such Grantor (collectively, the "Trademark Collateral"):

a) all trademarks, service marks, trade dresses, logos, slogans, designs, trade names or company names (each, a "Trademark"), including, without limitation, all registration applications and registrations listed on Schedule 1 annexed hereto, together with any and all renewals of registrations thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

b) all products and proceeds of the foregoing, including without limitation, all income, royalties, damages and payments due or payable under and with respect thereto, including payments under any and all licenses entered into in connection therewith and damages

associated with any claim by the applicable Grantor against third parties for past, present and/or future infringement, dilution or other violation thereof.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

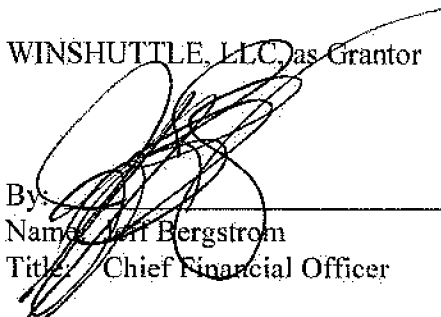
5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

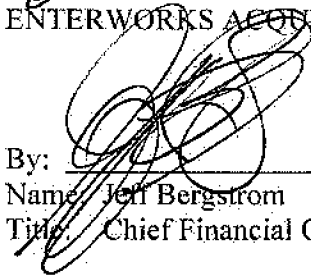
[Signatures on the following pages]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

WINSHUTTLE, LLC, as Grantor

By: 
Name: Jeff Bergstrom
Title: Chief Financial Officer

ENTERWORKS ACQUISITION, INC., as Grantor

By: 
Name: Jeff Bergstrom
Title: Chief Financial Officer

Agreed and Accepted

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent

By: 

Name: Philip Tseng

Title: Duly Authorized Signatory

SCHEDULE 1
TRADEMARKS

Trademark	Serial No.	Reg. No./ Reg. Date	Published Date	Record Owner
ENTERWORKS	75/500402	2,310,784 January 25, 2000	November 2, 1999	ENTERWORKS ACQUISITION, INC.
PRECISION EATING	87/603755		August 14, 2018	Enterworks Acquisition, Inc.
MISCELLANEOUS DESIGN	87/610454		February 6, 2018	Enterworks Acquisition, Inc.
MISCELLANEOUS DESIGN	87/610451		February 6, 2018	Enterworks Acquisition, Inc.
E. (Stylized)	75/151723	2,224,613 February 16, 1999	December 23, 1997	ENTERWORKS ACQUISITION, INC.
WINSHUTTLE	78/592792	3,076,373 April 4, 2006	January 10, 2006	WINSHUTTLE, LLC