

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Salido, LLC		07/02/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	The Cayman Islands Branch of a Swiss Banking Corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5131279	SALIDO ROS	
<b>Registration Number:</b>	4990688	RETAIL OPERATING SYSTEM	
<b>Registration Number:</b>	4990689	RESTAURANT OPERATING SYSTEM	
<b>Registration Number:</b>	5075010	SALIDO SELECT	
<b>Registration Number:</b>	5066255	RESTAURANT OS	
<b>Registration Number:</b>	5188696	REST OS	
<b>Registration Number:</b>	5578997	CONNECTED HOSPITALITY	
<b>Registration Number:</b>	5578998	CONNECTED DINING	
<b>Serial Number:</b>	87463285	ENTERPRISE RETAIL PLANNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP C/O Angela Amaru		
<b>Address Line 1:</b>	885 3rd Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

CH \$240.00 5131279

<b>ATTORNEY DOCKET NUMBER:</b>	030786-0814
<b>NAME OF SUBMITTER:</b>	Angela Amaru
<b>SIGNATURE:</b>	/s/ Angela Amaru
<b>DATE SIGNED:</b>	12/30/2019

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of July 2, 2019, by SALIDO, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, the Grantor is party to a Security Agreement dated as of June 30, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

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, including the Guarantees, the Grantor hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) all trademarks, service marks, trade names, corporate names, domain names trade dress, logos, designs, fictitious business names and other source or business identifiers, as well as any unregistered trademarks and service marks, including those registrations and applications listed on Schedule I attached hereto and all extensions or renewals thereof;
- (b) all goodwill connected with the use of and symbolized thereby;
- (c) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof;
- (d) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (e) all other rights accruing thereunder or pertaining thereto throughout the world.

For the avoidance of doubt, in no event shall the above Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

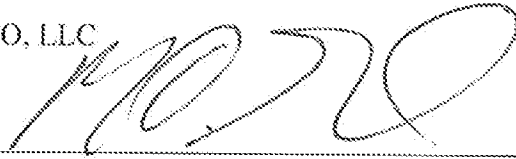
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed 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.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

SALIDO, LLC

By:



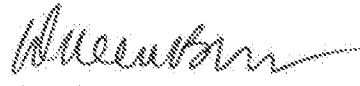
Name: Marc Gardner

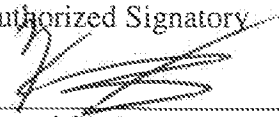
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT -- JOINDER]

**TRADEMARK**  
**REEL: 006827 FRAME: 0847**

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By:   
Name: Doreen Barr  
Title: Authorized Signatory

By:   
Name: Komal Shah  
Title: Authorized Signatory

**Schedule I**  
**Trademark Registrations and Use Applications**

Country	Description/Title	Registration Date	Registration Number	Application Filing Date	Trademark Serial #
United States	SALIDO ROS	01/31/2017	5,131,279	11/11/2015	86/817,093
United States	RETAIL OPERATING SYSTEM	06/28/2016	4,990,688	11/13/2015	86/820,298
United States	RESTAURANT OPERATING SYSTEM	06/28/2016	4,990,689	11/18/2015	86/824,351
United States	SALIDO SELECT	11/01/2016	5,075,010	12/04/2015	86/840,065
United States	RESTAURANT OS	10/18/2016	5,066,255	05/01/2016	87/020,795
United States	REST OS	04/18/2017	5,188,696	11/16/2016	87/239,325
United States	ENTERPRISE RETAIL PLANNING			05/24/2017	87/463,285
United States	CONNECTED HOSPITALITY	10/09/2018	5,578,997	02/09/2018	87/792,692
United States	CONNECTED DINING	10/09/2018	5,578,998	02/09/2018	87/792,698