

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM697395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		12/21/2021	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	Cielo, Inc.		
Street Address:	200 S EXECUTIVE DR.		
City:	BROOKFIELD		
State/Country:	WISCONSIN		
Postal Code:	53005		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5078347	CIELO	
Registration Number:	5625064	CIELO	
Registration Number:	5492398	MOORLAND GRAY	
Registration Number:	3127912	PINSTRIPE	
Registration Number:	3818182	RECRUITALICIOUS	
Registration Number:	5082870	SKY RECRUIT	
Registration Number:	4629160	WE BECOME YOU	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	099360/95		
NAME OF SUBMITTER:	M. Oren Epstein		
SIGNATURE:	/OE/		

CH \$190.00 5078347

DATE SIGNED:	12/23/2021
Total Attachments: 4 source=Cielo - Trademarks#page1.tif source=Cielo - Trademarks#page2.tif source=Cielo - Trademarks#page3.tif source=Cielo - Trademarks#page4.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks ("Trademark Release") is made as of December 21, 2021 by 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 "Security Agent") in favor of Pinstripe Holdings LLC and Cielo, Inc., f/k/a Pinstripe, Inc. (each a "Security Provider").

W I T N E S S E T H:

WHEREAS, each Security Provider entered into 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") entered into between, among others, each Security Provider and the Security Agent. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

WHEREAS, pursuant to the Pledge and Security Agreement, each Security Provider entered into that certain Trademark Security Agreement, dated January 17, 2019 (the "Trademark Agreement") with the Security Agent, notice of which was recorded on January 17, 2019 at the United States Patent and Trademark Office at Reel 6528, Frame 0966.

WHEREAS, pursuant to the Pledge and Security Agreement, each Security Provider has granted to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of such Security Provider's right, title and interest in, to and under any and all of the following items (collectively, the "**Intellectual Property Collateral**"), wherever located and whether then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time in the future may have acquired any right, title or interest:

- (i) all Trademarks of such Security Provider, including, without limitation, the registered and applied-for Trademarks of such Security Provider listed on Schedule A attached hereto; and
- (ii) all Proceeds and products of the foregoing.

WHEREAS, the Security Agent has agreed to terminate and release its Security Interest in the Intellectual Property Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Security Agent, for itself and on behalf of the Secured Parties, hereby agrees as follows:

1. Termination and Release. The Security Agent hereby terminates the Trademark Agreement and hereby terminates, releases and discharges its Security Interest in all of the Intellectual Property Collateral, including the Trademarks listed on Schedule A attached hereto, and reassigns and transfers to the Security Providers all right, title and interest that the Security Agent may have in the Intellectual Property Collateral.
2. Recordation. The Security Agent hereby authorizes the Security Providers, or the Security Providers' authorized representative, to record this Trademark Release with the United States Patent and Trademark Office.

3. Further Assurances. The Security Agent hereby agrees to duly execute and deliver to the Security Providers any further documents and to do such other acts that the Security Providers (or their respective agents or designees) reasonably request, in order to confirm this Trademark Release and the Security Providers' right, title and interest in the Intellectual Property Collateral.
4. Governing Law. THIS TRADEMARK RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK RELEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank; signature page follows]


IN WITNESS WHEREOF, the Security Agent has caused this Trademark Release to be executed as of the day and year first written above.

BARCLAYS BANK PLC,
as Security Agent

By: _____

Name:
Title:


DocuSigned by:


DocuSign
Enrollment ID: 60256D48A5534EA...

60256D48A5534EA...

[Signature page to Trademark Release]

Schedule A
TRADEMARKS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country	Record Owner
CIELO	86277337	May-9-2014	5078347	Nov-8-2016	United States	Pinstripe Holdings LLC
	87299560	May-9-2014	5625064	Nov-8-2016	United States	Pinstripe Holdings LLC
MOORLAND GRAY	86277501	May-9-2014	5492398	Jun-12-2018	United States	Pinstripe Holdings, LLC
PINSTRIPE	78498537	Oct-12-2004	3127912	Aug-8-2006	United States	Cielo, Inc. (f/k/a Pinstripe, Inc.)
RECRUITALICIOUS	77886835	Dec-4-2009	3818182	Jul-13-2010	United States	Cielo, Inc. (f/k/a Pinstripe, Inc.)
SKY RECRUIT	86541358	Feb-20-2015	5082870	Nov-15-2016	United States	Pinstripe Holdings, LLC
WE BECOME YOU	85717938	Aug-31-2012	4629160	Oct-28-2014	United States	Cielo, Inc. (f/k/a Pinstripe, Inc.)