

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PINSTRIPES, INC		09/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3298510	PINSTRIPES	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	ADAM K SACHAROFF		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	MUCH SHELIST, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0002207.0314		
NAME OF SUBMITTER:	ADAM K SACHAROFF		
SIGNATURE:	/aks/		
DATE SIGNED:	09/22/2016		
Total Attachments: 5			
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source=SecurityInterest#page4.tif			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by PINSTRIPES, INC, a Delaware corporation (“Grantor”) for the benefit of THE PRIVATEBANK AND TRUST COMPANY (the “Lender”) and is being executed and delivered pursuant to that certain Loan and Security Agreement, dated as of September 21, 2016, between Grantor and Lender (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Loan Agreement.

Pursuant to the Loan Agreement, Grantor has granted to the Lender a security interest in substantially all of its assets, including all of its right, title and interest in, to and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement to Lender.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender and (to the extent provided in this Agreement and the Loan Agreement) its Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as follows:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

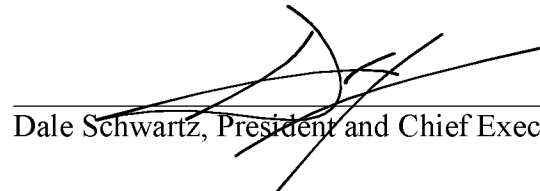
[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

GRANTOR:

PINSTRIPES, INC,
a Delaware corporation

By:



Dale Schwartz, President and Chief Executive Officer

Acknowledged by:

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By:

Alison Murphy, Managing Director

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

GRANTOR:

PINSTRIPES, INC,
a Delaware corporation

By: _____
Dale Schwartz, President and Chief Executive Officer

Acknowledged by:

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By: 
Alison Murphy, Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks		
Trademark	Serial Number	U.S. Registration Number
PINSTRIPES	76633435	3298510

7119576