

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XOJet Sales LLC		12/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	MC: NY1-C413		
Internal Address:	4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3320720	XOJET	
Registration Number:	4788049	XOJET PREFERRED ACCESS	
Registration Number:	4769551	TAKE COMMAND	
Registration Number:	4787030	XOJET ENTERPRISE	
Registration Number:	4281697	XOJET COAST2COAST	
Registration Number:	5538981	XOJET ACCESS SOLUTIONS	
Registration Number:	5538982	XOJET SELECT ACCESS	
Registration Number:	5538983	XOJET ELITE ACCESS	
Serial Number:	87637285	XOJET CHARTER ACCESS	
Serial Number:	88080036	XOJET CORPORATE ACCESS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124553222		
Email:	jmull@stblaw.com		
Correspondent Name:	Alexander Raytman		
Address Line 1:	425 Lexington Avenue		

CH \$265.00 3320720

Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	509265/2165
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	12/07/2018
Total Attachments: 5 source=Trademark Security Agreement (execution version)#page1.tif source=Trademark Security Agreement (execution version)#page2.tif source=Trademark Security Agreement (execution version)#page3.tif source=Trademark Security Agreement (execution version)#page4.tif source=Trademark Security Agreement (execution version)#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of December 6, 2018 (this “Agreement”), between XOJet Sales LLC (the “Grantor”), and JPMorgan Chase Bank, N.A. (“JPMorgan”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of December 6, 2018, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the among Vista Global Holding Limited (“Parent”), XO Americas Holding Inc. (“Holdings”), the XO Management Holding Inc. (the “Company”), the Lenders from time to time party thereto, and JPMorgan, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of December 6, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Company, Holdings, Grantor and each other Subsidiary Loan Party (as defined in the Credit Agreement) from time to time party thereto and JPMorgan, as Administrative Agent. The Lenders have agreed to extend credit to the Co-Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto (other than the Company) are Affiliates of the Company and will derive substantial benefits from the extension of credit to the Co-Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”), provided that, notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of any security interest in any Excluded Assets, including without limitation 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 and acceptance 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:(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and use based

registration applications in the United States Patent and Trademark Office, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule II, (ii) all goodwill of the business associated therewith or symbolized thereby, and (iii) , and all rights to sue or otherwise recover for past, present and future infringement, dilution, and other violations of any of the foregoing.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

XOJET SALES LLC,


by


Name: Austin Schell
Title: President, Flight Operations

Agreed and accepted by

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by


Name: Liam Devine
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006545 FRAME: 0871

SCHEDULE I

Trademarks/Trade Names Owned by XOJet Sales LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>
XOJET	3,320,720
XOJET PREFERRED ACCESS	4,788,049
TAKE COMMAND	4769551
XOJET ENTERPRISE	4,787,030
XOJET COAST2COAST	4,281,697
XOJET ACCESS SOLUTIONS	5538981
XOJET SELECT ACCESS	5538982
XOJET ELITE ACCESS	5538983

Use Based U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>
XOJET CHARTER ACCESS	87637285
XOJET CORPORATE ACCESS	88080036