

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529166

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
XOJET Sales LLC		06/25/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
<b>Street Address:</b>	7033 Louis Stephens Drive		
<b>City:</b>	Morrisville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27560		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3320720	XOJET	
<b>Registration Number:</b>	4788049	XOJET PREFERRED ACCESS	
<b>Registration Number:</b>	4769551	TAKE COMMAND	
<b>Registration Number:</b>	4787030	XOJET ENTERPRISE	
<b>Registration Number:</b>	4281697	XOJET COAST2COAST	
<b>Registration Number:</b>	5538981	XOJET ACCESS SOLUTIONS	
<b>Registration Number:</b>	5538982	XOJET SELECT ACCESS	
<b>Registration Number:</b>	5538983	XOJET ELITE ACCESS	
<b>Serial Number:</b>	87637285	XOJET CHARTER ACCESS	
<b>Serial Number:</b>	88080036	XOJET CORPORATE ACCESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Ste 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		

OP \$265.00 3320720

<b>Address Line 4:</b>	Washington, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	1100489 XJ
<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	06/25/2019
<b>Total Attachments: 5</b> source=#92199037v1 - (Vista RCF - Trademark Security Agreement (XOJET Sales))#page2.tif source=#92199037v1 - (Vista RCF - Trademark Security Agreement (XOJET Sales))#page3.tif source=#92199037v1 - (Vista RCF - Trademark Security Agreement (XOJET Sales))#page4.tif source=#92199037v1 - (Vista RCF - Trademark Security Agreement (XOJET Sales))#page5.tif source=#92199037v1 - (Vista RCF - Trademark Security Agreement (XOJET Sales))#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of June 25, 2019 (this “Agreement”), among XOJET Sales LLC (the “Grantor”) and Credit Suisse AG, Cayman Islands Branch (“CS”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of June 25, 2019, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Vista Global Holding Limited (“Holdings”), the Co-Borrowers, the Lenders from time to time party thereto, and CS, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of June 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Co-Borrowers, each Subsidiary Loan Party (as defined in the Collateral Agreement) from time to time party thereto and CS, 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 are Affiliates of the Co-Borrowers 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 I, (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: Mark Long  
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

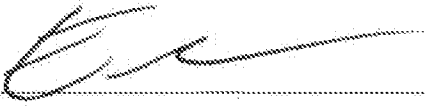
**TRADEMARK**  
**REEL: 006677 FRAME: 0707**

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent,

by

  
Name: VIPUL DHADDA  
Title: AUTHORIZED SIGNATORY

by

  
Name: Emerson Almeida  
Title: Authorized Signatory

[Signature page to Trademark Security Agreement]

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

State Trademark Registrations

<u>State</u>	<u>Mark</u>	<u>Registration No.</u>