

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM529163

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VistaJet Limited		06/24/2019 06/25/2019	Limited Liability Company: MALTA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
Street Address:	7033 Louis Stephens Drive		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78816398	VISTAJET	
Serial Number:	86022072	VISTAJET	
Serial Number:	86406398	VISTAJET	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1100489 VJ		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	06/25/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of June 25, 2019 (this “Agreement”), among VistaJet Limited (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, the Grantor did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties (as defined in the Collateral Agreement), 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 the Grantor or in, to or under which the 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 the 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 and Section 2 hereof. The 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. Without limiting the Grant of Security Interest in Section 2 hereof, in the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

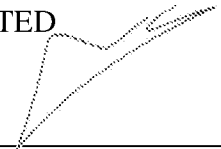
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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.

VISTAJET LIMITED

By:



Name: Nicholas van der Meer

Title: Director

[Signature page to Trademark Security Agreement]

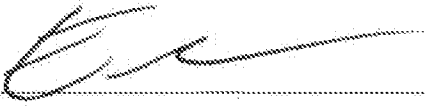
TRADEMARK
REEL: 006692 FRAME: 0541

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 VistaJet Limited

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>
VistaJet Character Mark	78816398
VistaJet Character Mark	86022072
VistaJet Drawing (Bird)	86406398
VistaJet Drawing (Bird)	79144626

Use Based U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>

State Trademark Registrations

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