

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITECH SYSTEMS SUB LLC		01/26/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	VCP CAPITAL MARKETS, LLC		
Street Address:	FOUR EMBARCADERO CENTER, 20TH FLOOR		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5991719	V3LOCITY	
Registration Number:	5411437	V3	
Registration Number:	5411438	VITECH	
Registration Number:	4609883	VITECH	
Registration Number:	4609884	V3	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	AUSTIN GROSSFELD		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	(43509-3)		
NAME OF SUBMITTER:	AUSTIN GROSSFELD		
SIGNATURE:	/AUSTIN GROSSFELD/		
DATE SIGNED:	02/02/2022		

CH \$140.00 5991719

Total Attachments: 5

source=0 - Project Janus Trademark Security Agreement#page1.tif

source=0 - Project Janus Trademark Security Agreement#page2.tif

source=0 - Project Janus Trademark Security Agreement#page3.tif

source=0 - Project Janus Trademark Security Agreement#page4.tif

source=0 - Project Janus Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the “*Trademark Security Agreement*”) is dated as of January 26, 2022, by VITECH SYSTEMS SUB LLC (the “*Grantor*”), in favor of VCP CAPITAL MARKETS, LLC, in its capacity as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement dated as of January 26, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, in each case, to the extent a security interest is granted therein pursuant to the Security Agreement (collectively, the “*Trademark Collateral*”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter owned, adopted or acquired, whether registered or unregistered, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing

would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past, present and future infringements of any of the foregoing; and
- (d) all proceeds, income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present and future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VITECH SYSTEMS SUB LLC,
as the Grantor

By: Richard Sorensen
Name: Richard Sorensen
Title: Treasurer

Accepted and Agreed:
VCP CAPITAL MARKETS, LLC,
as Collateral Agent

By: 
Name: David J. Flannery
Title: Authorized Person

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007604 FRAME: 0284

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

No.	Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
1.	V3LOCITY	VITECH SYSTEMS SUB LLC	87804326	20-FEB-2018	5991719	18-FEB-2020
2.	V3	VITECH SYSTEMS SUB LLC	87516834	05-JUL-2017	5411437	27-FEB-2018
3.	VITECH	VITECH SYSTEMS SUB LLC	87516872	05-JUL-2017	5411438	27-FEB-2018
4.	VITECH	VITECH SYSTEMS SUB LLC	86236791	31-MAR-2014	4609883	23-SEP-2014
5.	V3	VITECH SYSTEMS SUB LLC	86236843	31-MAR-2014	4609884	23-SEP-2014