

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millian Aire Enterprises, LLC		05/27/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	1615 Brett Road		
Internal Address:	OPS III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5497040	MILLIAN-AIRE	
Registration Number:	5559573	MILLIAN-AIRE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049133-0333		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	05/31/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 27, 2022 (this “Trademark Security Agreement”), among MILLIAN AIRE ENTERPRISES, LLC, a Florida limited liability company (the “Grantor”) and Citibank, N.A. as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of May 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among BIFM UK Buyer Limited, a private limited company incorporated under the laws of England and Wales (the “Holdco”), BIFM CA Buyer Inc., incorporated under the laws of the Province of British Columbia (the “Canadian Borrower”), BIFM US Finance LLC, a Delaware limited liability company (the “US Term Co-Borrower”), BIFM UK Intermediate Limited, a private limited company incorporated under the laws of England and Wales (“Holdings”), the Lenders from time to time party thereto including, the Administrative Agent.

Reference is also made to that certain First Lien Pledge and Security Agreement, dated as of May 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the US Term Co-Borrower, the Grantors (as defined therein) and the Administrative Agent.

The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrowers (as defined in the First Lien Credit Agreement) subject to the terms and conditions set forth in the First Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the meanings specified in the First Lien Credit Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include (i) any IP Rights in any United States intent-to-use Trademark application prior to the filing of a “Statement of Use” or an

“Amendment to Allege Use” with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. *Security 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 Security Agreement. 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 Security 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 Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

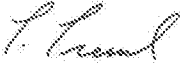
SECTION 6. The parties may sign this Trademark Security Agreement and any other Loan Document and transmit the executed copies thereof by electronic means, including facsimile or noneditable *.pdf files. The electronic copy of the executed Trademark Security Agreement and of any other Loan Document is and shall be deemed an original signature for purposes of this Trademark Security Agreement or such Loan Document, as the case may be. The words “execution,” “execute,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[*Signature Pages Follow*]

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


MILLIAN AIRE ENTERPRISES, LLC
as Grantor

By: **BGIS GLOBAL INTEGRATED
SOLUTIONS US LLC,**
its sole member

By: 

Name: Tara Treml
Title: Chief Financial Officer

CITIBANK, N.A.,
as Administrative Agent


By: _____

Name: Brad Allworth

Title: Director & Vice President

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Millian Aire Enterprises, LLC	5497040	June 19, 2018	MILLIAN-AIRE
Millian Aire Enterprises, LLC	5559573	September 11, 2018	

TRADEMARK APPLICATIONS

None.