

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VXI Global Solutions, LLC		11/21/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CTBC Bank Co., Ltd.		
Street Address:	5F, No. 168, Jingmao 2nd Rd, Nangang Dist		
City:	Taipei		
State/Country:	TAIWAN		
Postal Code:	11568		
Entity Type:	Limited Partnership: TAIWAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4885379	VXI TRAINING SIMULATOR	
Registration Number:	4245017	VXI GLOBAL SOLUTIONS, INC.	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	384784-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/30/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), dated as of November 21, 2016, between VXi Global Solutions, LLC, a California limited liability company (the "**Grantor**"), and CTBC Bank Co., Ltd. as security agent for the Secured Parties (in such capacity, the "**Security Agent**").

RECITALS

- (A) Mars Intermediate Limited, an exempted company with limited liability incorporated in the Cayman Islands with registration number 311743 (the "**Parent**"), and Mars Investment Holdings Limited, an exempted company with limited liability incorporated in the Cayman Islands with registration number 311746 (the "**Company**"), have entered into the Facilities Agreement dated July 5, 2016 (as amended and restated on October 24, 2016, as further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Facilities Agreement**"), by and among, *inter alios*, the Parent, the Company, Bank of China Limited Macau Branch, China Merchants Bank Co., Ltd., New York Branch, and CTBC Bank Co., Ltd. as mandated lead arrangers (collectively, the "**Arranger**"), the financial institutions party thereto as original lenders (together with each additional lender, collectively the "**Lenders**"), CTBC Bank Co., Ltd. as agent (in such capacity, the "**Agent**") and the Security Agent.
- (B) By way of the Joinder Agreement dated November 18, 2016, the Grantor becomes a party to the Pledge and Security Agreement, dated as of October 25, 2016, in favor of the Security Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Facilities Agreement, the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise) of all Secured Liabilities, the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means the Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Trademarks owned by the Grantor, including those referred to on Schedule I hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (b) all reissues, continuations or extensions of the foregoing; and

- (c) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned Trademark, or (ii) injury to the goodwill associated with any owned Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Security Agreement, the Security Agreement shall govern.

Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

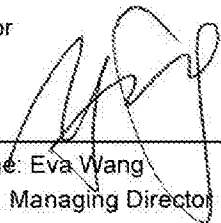
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IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officers or representatives thereunto duly authorized as of the date first written above.

VXI GLOBAL SOLUTIONS, LLC

as Grantor

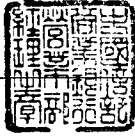
By: _____


Name: Eva Wang
Title: Managing Director

ACCEPTED AND AGREED:

CTBC BANK CO., LTD.,
as Security Agent

By: _____
Name: _____
Title: _____



SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks

Grantor	Title	Reg. No. or Appln. No.	Date
VXI Global Solutions, LLC	VXI Training Simulation	4885379	January 1, 2016
VXI Global Solutions, LLC	VXI GLOBAL SOLUTIONS, INC. and Design	4245017	November 20, 2012