

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRGIN EXPERIENCE GIFTS INC.,		04/26/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST (LONDON) LIMITED		
Street Address:	Third Floor, 1 King's Arms Yard		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	EC2R 7AF		
Entity Type:	Private Limited Company: GREAT BRITAIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3309559	CLOUD 9 LIVING	
Registration Number:	3309560	C9	
Registration Number:	5240679	WISH CARD	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	29940.004		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	04/28/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of April 26, 2022 **VIRGIN EXPERIENCE GIFTS INC.**, a Florida corporation (“Grantor”), in favor of **WILMINGTON TRUST (LONDON) LIMITED**, as security trustee for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Security Agent”).

Introductory Statement

WHEREAS, pursuant to the terms of that certain Senior Facilities Agreement originally dated as of January 17, 2018, as amended and restated on February 28, 2021 pursuant to an Amendment and Restatement Agreement dated February 28, 2021, and as further amended and restated on January 25, 2022 pursuant to an Amendment and Restatement Agreement dated January 25, 2022 (including all exhibits and schedules thereto, as may be amended, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the “Facilities Agreement”), among **DOUGLAS BIDCO LIMITED** (incorporated in England and Wales with company number 10929144) as the parent (the “Parent”), **DOUGLAS MIDCO LIMITED** (incorporated in England and Wales with company number 10928739), the Subsidiaries of the Parent listed in Part 1 of Schedule 1 of the Facilities Agreement, as guarantors, CORDET Lending S.À.R.L., as lender (the “Lender”), **WILMINGTON TRUST (LONDON) LIMITED** as agent of the other Finance Parties (the “Agent”), and the Security Agent, the Lender has agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein;

WHEREAS, Grantor is entering into an Accession Deed, dated the date hereof (the “Accession Deed”), by and among Grantor, the Parent, the Agent and the Security Agent, pursuant to which Grantor has become an Additional Guarantor under the Facilities Agreement and the other Finance Documents;

WHEREAS, pursuant to the Accession Deed and Facilities Agreement, Grantor is required to enter into a Security Agreement, dated the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Security Agreement”), granting a security interest in the Collateral to the Security Agent, for the benefit of the Secured Parties, as security for the Secured Obligations;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1, which have been applied for, issued by, or registered with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, Grantor pledged, assigned and granted to the Security Agent a security interest in all of the right, title and interest in, to, and under the Trademarks and Trademark Collateral of such Grantor and agreed to execute and deliver this Trademark Security Agreement for purposes of filing in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges, collaterally assigns and transfers to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals, reversions and extensions of the foregoing;

(c) all product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark, service mark and other Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Notwithstanding anything to the contrary contained above, the security interest created by this Trademark Security Agreement shall not include any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Security Agent for the benefit of the Secured Parties pursuant to the Security Agreement and the Agreed Security Principles. Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent and the obligations of Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Agreed Security Principles, 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 conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to the security interest hereunder.

Section 5. Termination. Upon termination of the Security Agreement pursuant to its express terms, this Trademark Security Agreement shall automatically terminate and all rights the Security Agent may have in the Trademarks and Trademark Collateral shall automatically revert in full to Grantor. Upon such termination, at Grantor's cost and expense subject to, and in accordance with the Facilities Agreement, the Security Agent shall promptly, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing, and do such other acts, in each case, as may be reasonably necessary to effect the release of (and evidence and record the release of) the Lien and security interest in the Trademarks and Trademark Collateral acquired by the Security Agent under the Security Agreement and this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

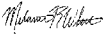
Section 7. GOVERNING LAW. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, INTERPRETED UNDER AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, WHICH WOULD GIVE EFFECT TO THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

Section 8. Miscellaneous. The terms and provisions of Sections 7.01, 7.03, 7.04, 7.05, 7.06, 7.08, 7.09, 7.10 and 7.11 of the Security Agreement ("Notices"; "Amendments, etc."; "No Strict Construction"; "Successors and Assigns"; "Execution in Counterparts, Etc."; "Governing Law; Submission to Jurisdiction; Etc."; "Waiver of Jury Trial"; "Separability of Provisions; Headings"; and "Entire Agreement; Finance Document") are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a "Finance Document" for all purposes of the Facilities Agreement and the other Finance Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

VIRGIN EXPERIENCE GIFTS INC., as Grantor

DocuSigned by:

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By _____

Name: Melanie R White

Title:
President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CLOUD 9 LIVING, word mark	RN 3309559/SN 78834907/Int'l Class 35	October 9, 2007
C9, word mark with words, letters, and/or numbers in stylized form	RN 3309560/SN 78834914/Int'l Class 35	October 9, 2007
WISH Card, word mark	RN 5240679/SN 87247016/Int'l Class 35	July 11, 2017

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.