

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VXI Global Solutions, LLC		05/11/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	Gateway Village, 900 Building		
Internal Address:	NC1-026-06-09 (MacLegal), 900 W Trade St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2945152	LIT	
Registration Number:	4885379	VXI TRAINING SIMULATOR	
Registration Number:	5685103	VXI	
Registration Number:	5712870	PERFORMANCE PRO 360	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	05/12/2022		

OP \$115.00 2945152

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

VXI Global Solutions, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA-CA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 11, 2022

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: Gateway Village-900 Building,
NC1-025-08-09 (MacLegal), 900 W Trade St.

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 12, 2022
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of May 11, 2022 (this "Agreement"), is made by VXI Global Solutions, LLC, a California limited liability company (the "Grantor"), in favor of Bank of America, N.A., as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 11, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among MARS INTERMEDIATE LIMITED, a Cayman Islands exempted company with company number 311743 ("Holdings"), BCPE VENUS CAYMAN BIDCO, a Cayman Islands exempted company with company number 382804 (prior to the consummation of the Closing Date Assignment, the "Initial Borrower"), MARS INVESTMENT HOLDINGS LIMITED, a Cayman Islands exempted company with company number 311746 (on and after the consummation of the Closing Date Assignment, the "Parent Borrower"), MARS US HOLDCO, L.L.C., a Delaware limited liability company (on and after the consummation of the Closing Date Assignment, the "US Borrower"), the Lenders from time to time party thereto, BANK OF AMERICA, N.A., as the Administrative Agent, the Collateral Agent and the other parties from time to time party thereto, the Lenders, the Swingline Lender and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to the Borrowers and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the US Borrower and any Subsidiaries of the US Borrower that are or become a party thereto as Grantors, have executed and delivered the Security Agreement, dated as of May 11, 2022 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral 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 all United States Intellectual Property, including the United States Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuers to make their respective Extensions of Credit to the Borrowers and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with the Borrowers and/or the Restricted Subsidiaries, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral 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 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, that are not Excluded Property (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(i) all U.S. trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all U.S. registrations and applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office, including those U.S. registered trademarks and applications owned by the IP Grantor and listed on Schedule A hereto, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present, and future infringement, dilution, or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto ("Trademarks");

provided that, applications filed in the United States Patent and Trademark Office to register Trademarks on the basis of Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed by the United States Patent and Trademark Office.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

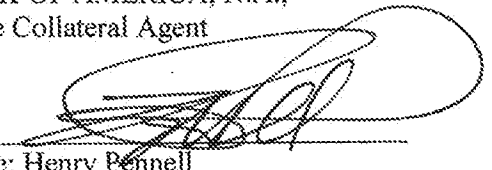
VXI GLOBAL SOLUTIONS, LLC,
as a Grantor

By: 

Name: David Jun Zhou
Title: Co-Chief Executive Officer

{Grant of Security Interest in Trademark}

BANK OF AMERICA, N.A.,
as the Collateral Agent

By: 
Name: Henry Pennell
Title: Vice President


[Grant of Security Interest in Trademark]

TRADEMARK
REEL: 007718 FRAME: 0824

SCHEDULE A

U.S. Trademark Registrations and Applications

For Trademarks:

Mark	Registration Number	Registration Date	Owner
LIT	2945152	4/26/2005	VXI Global Solutions, LLC ¹
VXI TRAINING SIMULATOR	4885379	1/12/2016	VXI Global Solutions, LLC
 VXI	5685103	2/26/2019	VXI Global Solutions, LLC
Performance Pro 360	5712870	4/2/2019	VXI Global Solutions, LLC

¹ Pending completion of registration of assignment.