

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UTi, UNITED STATES, INC.		08/05/2004	CORPORATION: NEW YORK
UTi BROKERAGE, INC.		08/05/2004	CORPORATION: CALIFORNIA
STANDARD CORPORATION		08/05/2004	CORPORATION: SOUTH CAROLINA
UTi, (U.S.) HOLDINGS, INC.		08/05/2004	CORPORATION: DELAWARE
UTi, SERVICES, INC.		08/05/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	LASALLE BANK NATIONAL ASSOCIATION
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2853527	WE MAKE YOUR BUSINESS OUR BUSINESS

CORRESPONDENCE DATA

Fax Number: (312)840-7884
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 840-7860
 Email: mmurphy@jenner.com
 Correspondent Name: JENNER & BLOCK LLP
 Address Line 1: One IBM Plaza
 Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	28845-22620
NAME OF SUBMITTER:	Mariann R. Murphy

CH \$40.00 2853527

Total Attachments: 6

source=Patent & Trademark Security Agreement#page1.tif
source=Patent & Trademark Security Agreement1#page1.tif
source=Patent & Trademark Security Agreement2#page1.tif
source=Patent & Trademark Security Agreement3#page1.tif
source=Patent & Trademark Security Agreement4#page1.tif
source=Patent & Trademark Security Agreement5#page1.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 5, 2004, by UTi, UNITED STATES, INC., a New York corporation ("UTi"), UTi BROKERAGE, INC., a California corporation ("Brokerage"), STANDARD CORPORATION, a South Carolina corporation ("Standard", and together with UTi and Brokerage, collectively, the "Companies"), UTi, (U.S.) HOLDINGS, INC., a Delaware corporation (the "Parent Guarantor"), UTi, SERVICES, INC., a California corporation (the "Subsidiary Guarantor", and together with the Companies and the Parent Guarantor, collectively, the "Grantors" and each, individually a "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantors have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Companies.

B. Each Grantor has entered into that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement (if such Grantor is a Company) or the Guaranty and Collateral Agreement (if such Grantor is not a Company).

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

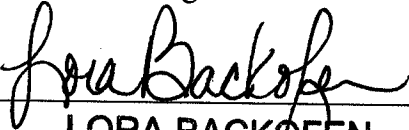
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 annexed hereto and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 annexed hereto and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]


Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

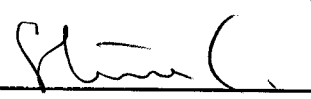
By: 
Title: LORA BACKOFEN
FIRST VICE PRESIDENT

Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

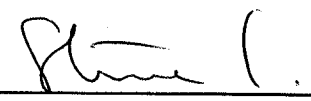
UTi, UNITED STATES, INC.

By: 
Title: Secretary


UTi BROKERAGE, INC.

By: 
Title: Secretary

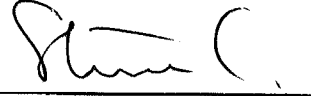
STANDARD CORPORATION

By: 
Title: Secretary

UTi, (U.S.) HOLDINGS, INC.

By: 
Title: Secretary

UTi, SERVICES, INC.

By: 
Title: Secretary

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

Grantor	Trademark Number	Trademark	Date of Application	Date of Registration
Standard Corporation	2853527	We Make Your Business Our Business	12/19/02	June 15, 2004

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Licenses -- None