

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UST Global Inc.		04/01/2011	CORPORATION: DELAWARE
UST Holdings Ltd.		04/01/2011	CORPORATION: BERMUDA
UST Business Services		04/01/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	38 Technology Drive
<b>Internal Address:</b>	Suite 150
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92618
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3557962	UST GLOBAL
Registration Number:	3701879	SPEED
Registration Number:	3787720	USTGLOBAL
Registration Number:	3561470	ABUILD
Registration Number:	3449975	AMUST
Registration Number:	3550558	USTRI
Registration Number:	3449976	W
Registration Number:	3525987	US TECHNOLOGY
Registration Number:	3564996	TRANSFORM
Registration Number:	3568009	TRUST
Serial Number:	76702554	IMUST
Serial Number:	76696344	COLORS

**TRADEMARK**

**900189039**

**REEL: 004520 FRAME: 0044**

**CH \$315.00 3557962**

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: J.Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	740469-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/12/2011

Total Attachments: 10  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of April 1, 2011 by and among (a) SILICON VALLEY BANK, as administrative agent and collateral agent (collectively, in such capacities, "**Agent**") for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below), (b) UST GLOBAL INC, a Delaware corporation ("**Borrower**"), (c) UST HOLDINGS LTD, a Bermuda exempted company ("**Holdings**"), and (d) UST BUSINESS SERVICES INC., a Delaware corporation ("**UST Business Services**", and together with Borrower and Holdings, jointly and severally, individually and collectively, referred to as "**Grantors**").

### RECITALS

A. The several banks and other financial institutions or entities ("**Lenders**") from time to time parties to the Credit Agreement (as hereinafter defined) have agreed to make certain advances of money and to extend certain financial accommodation to Borrower (the "**Credit Extensions**") in the amounts and manner set forth in that certain Credit Agreement by and among Agent, Lenders, Borrower and Holdings dated as of April 1, 2011 (as the same may be amended, modified or supplemented and in effect from time to time, the "**Credit Agreement**"). Lenders are willing to make the Credit Extensions available to Borrower, but only upon the condition, among others, that Grantors shall grant to Agent, for the ratable benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantors under the Loan Agreement and under the Guarantee and Collateral Agreement dated as of April 1, 2011 (as the same may be amended, modified or supplemented and in effect from time to time, the "**Guarantee and Collateral Agreement**"; capitalized terms used herein are used as defined in the Guarantee and Collateral Agreement).

B. Pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has granted to Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement and the Guarantee and Collateral Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Guarantee and Collateral Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Guarantee and Collateral Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 004520 FRAME: 0047**

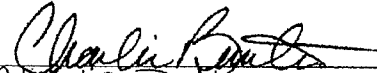
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

UST GLOBAL INC

120 Vantis, Suite 500  
Aliso Viejo, California 92656  
Attn: \_\_\_\_\_  
\_\_\_\_\_

By:   
Name: Charlie Burten  
Title: Director, Contract Services

Address of Grantor:

UST HOLDINGS LTD


Corner House  
20 Parliament Street  
Hamilton, HM 12 Bermuda  
Attn: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Grantor:

UST BUSINESS SERVICES INC.

120 Vantis, Suite 500  
Aliso Viejo, California 92656  
Attn: \_\_\_\_\_  
\_\_\_\_\_

By:   
Name: Charlie Burten  
Title: Officer

Intellectual Property Security Agreement

TRADEMARK  
REEL: 004520 FRAME: 0048

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

UST GLOBAL INC



120 Vantis, Suite 500  
Aliso Viejo, California 92656  
Attn: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Grantor:

UST HOLDINGS LTD

Corner House  
20 Parliament Street  
Hamilton, HM 12 Bermuda  
Attn: \_\_\_\_\_  
\_\_\_\_\_

By:    
Name: A. ECKSTEIN V. RICHTER  
Title: DIRECTOR DIRECTOR

Address of Grantor:

UST BUSINESS SERVICES INC.

120 Vantis, Suite 500  
Aliso Viejo, California 92656  
Attn: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Intellectual Property Security Agreement

TRADEMARK  
REEL: 004520 FRAME: 0049

Address of Agent:

38 Technology Drive, Suite 150  
Irvine, California 92618  
Attn: Brian Lowry

AGENT:

SILICON VALLEY BANK

By: B. L.  
Name: BRIAN LOWRY  
Title: RELATIONSHIP MANAGER

Intellectual Property Security Agreement

TRADEMARK  
REEL: 004520 FRAME: 0050

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE



EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

**EXHIBIT C**

Trademarks

<b><u>Description</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Registration/ Application Date</u></b>
UST GLOBAL	3557962	January 6, 2009
SPEED	3701879	October 27, 2009
USTGLOBAL	3787720	May 11, 2010
IMUST (pending)	76702554	April 19, 2010
COLORS (pending)	76696344	March 16, 2009
ABUILD	3561470	January 13, 2009
AMUST	3449975	June 17, 2008
USTRI	3550558	December 23, 2008
W	3449976	June 17, 2008
US TECHNOLOGY	3525987	October 28, 2008
TRANSFORM	3564996	January 20, 2009
TRUST	3568009	January 27, 2009

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

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