

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
UST Global, Inc.		12/06/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	DCC/500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3561470	ABUILD
Registration Number:	3449975	AMUST
Registration Number:	3978351	IMUST
Registration Number:	3701879	SPEED
Registration Number:	3564996	TRANSFORM
Registration Number:	3568009	TRUST
Registration Number:	3557962	UST GLOBAL
Registration Number:	3787720	USTGLOBAL
Registration Number:	3550558	USTRI
Registration Number:	3449976	W

CORRESPONDENCE DATA

Fax Number: 3026365454
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	610627
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/15/2013

Total Attachments: 10
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 6th day of December, 2012 by UST GLOBAL INC, a Delaware corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders ("Agent").

WITNESSETH

WHEREAS, Grantor (together any other Person joined as a borrower to the Credit Agreement (defined below) from time to time, the "Borrowers" and each a "Borrower"), have entered into that certain Revolving Credit and Security Agreement dated the date hereof with the financial institutions party thereto from time to time as lenders (collectively, the "Lenders"), and Agent (as same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without the prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Credit Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Credit Agreement, the terms of the Credit Agreement shall prevail.


6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Credit Agreement pursuant to and in accordance with Article XIII thereof.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

UST GLOBAL INC

By: 
Name: SATHYA PILLAI
Title: CEO

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

UST GLOBAL INC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Emily W
Name: Emily WEBSTER
Title: VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 005006 FRAME: 0724

SCHEDULE 1

Trademarks

UST Global Inc	ABUILD	U.S. (Principal)	Registered	3,561,470	January 13, 2009	76/660,849
UST Global Inc	AMUST	U.S. (Principal)	Registered	3,449,975	June 17, 2008	76/660,850
UST Global Inc	IMUST	U.S.	Registered	3,978,351	June 14, 2011	76/702,554
UST Global Inc	SPEED	U.S. (Principal)	Registered	3,701,879	October 27, 2009	76/660,861
UST Global Inc	TRANSFORM	U.S. (Principal)	Registered	3,564,996	January 20, 2009	76/660,856
UST Global Inc	TRUST	U.S. (Principal)	Registered	3,568,009	January 27, 2009	76/660,857
UST Global Inc	UST GLOBAL	U.S. (Principal)	Registered	3,557,962	January 6, 2009	76/670,453
UST Global Inc	UST GLOBAL and Design	U.S. (Principal)	Registered	3,787,720	May 11, 2010	76/693,774
UST Global Inc	USTRI	U.S. (Principal)	Registered	3,550,558	December 23, 2008	76/660,851
UST Global Inc	W	U.S. (Principal)	Registered	3,449,976	June 17, 2008	76/660,854

SCHEDULE 1 CONT'D

Patents

None

POWER OF ATTORNEY

UST GLOBAL INC, a Delaware corporation, ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as Agent for the Lenders (as defined below) under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Grantor and UST Business Services Inc., a Delaware corporation, dated as of December 6, 2012 (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of December 6, 2012 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement") and the Credit Agreement, including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Credit Agreement and Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Credit Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement, which shall automatically terminate upon a termination of the Credit Agreement pursuant to and in accordance with Article XIII thereof.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

UST GLOBAL INC

By: 

Name: SANTAN PILLAI
Title: CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY]

TRADEMARK
REEL: 005006 FRAME: 0728

ADDITIONAL TRADEMARKS

UST Global Inc	AMUST	U.S. (Principal)	Registered	3,449,975	June 17, 2008	76/660,850
UST Global Inc	IMUST	U.S.	Registered	3,978,351	June 14, 2011	76/702,554
UST Global Inc	SPEED	U.S. (Principal)	Registered	3,701,879	October 27, 2009	76/660,861
UST Global Inc	TRANSFORM	U.S. (Principal)	Registered	3,564,996	January 20, 2009	76/660,856
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UST Global Inc	W	U.S. (Principal)	Registered	3,449,976	June 17, 2008	76/660,854