

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304758

| | | | |
|---|---|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Xpanxion, LLC | | 05/08/2014 | LIMITED LIABILITY COMPANY: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank | | |
| Street Address: | 500 First Avenue | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3830179 | XPANXION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 215-569-5619 | | |
| Email: | pecsenye@blankrome.com | | |
| Correspondent Name: | Timothy D. Pecsénye | | |
| Address Line 1: | One Logan Square | | |
| Address Line 2: | 8th Floor | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103-6998 | | |
| ATTORNEY DOCKET NUMBER: | 074658-01904 | | |
| NAME OF SUBMITTER: | Timothy D. Pecsénye | | |
| SIGNATURE: | /Timothy D. Pecsénye/ | | |
| DATE SIGNED: | 05/16/2014 | | |
| Total Attachments: 10 | | | |
| source=TM and Patent Security Agreement.pdf - Adobe Acrobat Pro#page1.tif | | | |
| source=TM and Patent Security Agreement.pdf - Adobe Acrobat Pro#page2.tif | | | |
| source=TM and Patent Security Agreement.pdf - Adobe Acrobat Pro#page3.tif | | | |
| source=TM and Patent Security Agreement.pdf - Adobe Acrobat Pro#page4.tif | | | |

OP \$40.00 3830179

TRADEMARK

source=TM and Patent Security Agreement.pdf - Adobe Acrobat Pro#page5.tif
source=TM and Patent Security Agreement.pdf - Adobe Acrobat Pro#page6.tif
source=TM and Patent Security Agreement.pdf - Adobe Acrobat Pro#page7.tif
source=TM and Patent Security Agreement.pdf - Adobe Acrobat Pro#page8.tif
source=TM and Patent Security Agreement.pdf - Adobe Acrobat Pro#page9.tif
source=TM and Patent Security Agreement.pdf - Adobe Acrobat Pro#page10.tif

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 8th day of May 2014 by **XPANXION, LLC** a Georgia limited liability company ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantor, UST Global Inc., a Delaware corporation ("UST Global"), UST Business Services Inc., a Delaware corporation ("UST Business") and Rural Soluxions, LLC, an Iowa limited liability company ("Rural", together with Grantor, UST Global, UST Business and 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 as of December 6, 2012 (as same may be amended, restated, supplemented or modified from time to time, most recently by that certain First Amendment and Joinder to Revolving Credit and Security Agreement dated as of the date hereof, the "Credit Agreement") with the financial institutions party thereto from time to time as lenders (collectively, the "Lenders"), and Agent, 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.

XPANXION, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

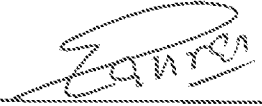
PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: _____
Title: **Emily Carroll**
Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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

XPANXION, LLC

By: 
Name: Gaurav Agarwal
Title: Treasurer

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]

SCHEDULE 1

Trademarks

| Applicant/ Owner | Mark | Country/ Register | Current Status | Registration # (if any) | Application Serial No. |
|-----------------------------|-------------|------------------------------|---------------------------|------------------------------------|-----------------------------------|
| Xpanxion, LLC | Xpanxion | USA | Active | 3,830,179 | 77-708-895 |

SCHEDULE 1 CONT'D

Patents

None

POWER OF ATTORNEY

XPANXION, LLC, a Georgia limited liability company ("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 dated as of December 6, 2012 among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Grantor and certain affiliates of Grantor (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 May 8, 2014 (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.

XPANXION, LLC

By: 

Name: Gaurav Agarwal

Title: Treasurer

[SIGNATURE PAGE TO POWER OF ATTORNEY]

TRADEMARK
REEL: 005281 FRAME: 0824

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this ____ of April 2014, before me personally appeared _____, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Xpanxion, LLC, a Georgia limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

SEE ATTACHED
CALIFORNIA
ACKNOWLEDGEMENT

Notary Public
My Commission Expires:

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

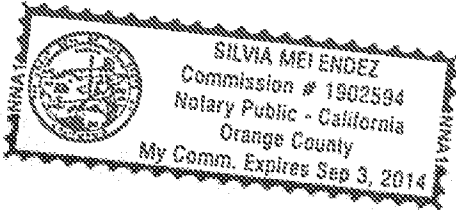
State of California

County of ORANGE

On April 25, 2014 before me, SILVIA MELENDEZ - Notary Public

personally appeared GAURAV A. GARWAL

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Silvia Melendez

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

- Signer's Name: Signer's Name:
Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing: Signer is Representing: