

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327893

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriStar Global Energy Solutions, Inc.		12/31/2014	CORPORATION: TEXAS
United Laboratories International, LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
Tristar Petroserv, Inc.		12/31/2014	CORPORATION: TEXAS
Global Vapor Control, Inc.		12/31/2014	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Abacus Finance Group, LLC, as Agent
Street Address:	6 East 43rd Street
Internal Address:	20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4372862	GLOBAL VAPOR CONTROL
Registration Number:	4448115	G GLOBAL VAPOR CONTROL, INC.
Serial Number:	85236030	FLAREFREE
Serial Number:	85235597	FLARELESS
Serial Number:	85839717	GLOBAL VAPOR CONTROL
Serial Number:	85919491	VAPOR CONTROL GLOBAL
Registration Number:	4498361	TRISTAR
Serial Number:	85919482	
Serial Number:	85833374	TRISTAR LOGISTICS SERVICES
Serial Number:	85833371	TRISTAR INDUSTRIAL LOGISTICS SERVICES
Serial Number:	85191132	TRISTAR GLOBAL ENERGY SOLUTIONS
Serial Number:	85919489	TRISTAR GLOBAL ENERGY SOLUTIONS
Registration Number:	4425866	TRISTAR PETROSERV
Serial Number:	85191150	TRISTAR PETROSERV

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85918767	TRISTAR PETROSERV
Registration Number:	4032512	HOB
Registration Number:	3267086	QUICK-ZYME
Registration Number:	2448307	REZYD-X
Registration Number:	4396513	TANK ZYME
Registration Number:	4264968	ULI
Registration Number:	4210719	ULI
Registration Number:	2578294	VAPOUR-PHASE
Registration Number:	2496227	ZYME-FLOW
Registration Number:	4202969	ZYME-FLOW
Registration Number:	4129279	ZYME-HT
Registration Number:	2654008	ZYME-OX
Serial Number:	85833370	DECON TECHNOLOGY
Serial Number:	85823264	DECON TECHNOLOGY ZYME FLOW
Serial Number:	86445262	FASTENTRY
Serial Number:	86323088	SUPER TANK-ZYME

CORRESPONDENCE DATA

Fax Number: 6175747658

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.

Phone: 617-574-3518

Email: smordas@goulstonstorrs.com

Correspondent Name: Stacey A. Mordas

Address Line 1: 400 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Stacey A. Mordas

SIGNATURE: /s/ Stacey A. Mordas

DATE SIGNED: 01/05/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 31, 2014, is made by TriStar Global Energy Solutions, Inc., a Texas corporation (“Borrower”), United Laboratories International, LLC, a Delaware limited liability company (“ULI”), Tristar Petroserv, Inc., a Texas corporation (“Petroserv”) and Global Vapor Control, Inc., a Texas corporation, (“Global”, and together with Borrower, Petroserv, and ULI, each, a “Grantor”, and collectively, the “Grantors”), in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 31, 2014, by and among Borrower, Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Secured Parties have severally agreed to extend credit to Borrower;

WHEREAS, the Secured Parties have extended credit under, and are willing to continue to extend credit under, the Credit Agreement, but only upon the condition, among others, that Grantors have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement dated as of December 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not otherwise defined in the Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority 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 (collectively, the “Trademark Collateral”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals relating to the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under

applicable federal law; provided further, that “Trademark Collateral” shall include any Proceeds of any such “intent to use” trademark applications.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by Agent and Grantors.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including “PDF”) of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[signature pages follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:


TRISTAR GLOBAL ENERGY SOLUTIONS, INC.

By: _____

Name: Anthony Chambers

Title: Vice President

GRANTOR:

UNITED LABORATORIES INTERNATIONAL, LLC

By: 

Name: Anthony Chambers

Title: Vice President

GRANTOR:

TRISTAR PETROSERV, INC.

By: 

Name: Anthony Chambers

Title: Vice President

GRANTOR:

GLOBAL VAPOR CONTROL, INC.

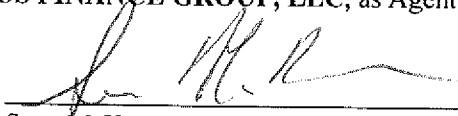
By: 

Name: Anthony Chambers

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By: 
Name: Sean McKeever
Title: Director

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

Global Vapor Control, Inc.

Registered Trademarks			
	Trademark	Registration No.	Registration Date
	Global Vapor Control	4,372,862	7/23/13
	Global Vapor Control logo	4,448,115	12/10/13
Trademark Applications			
	Trademark	Serial No.	Filing Date
	FlareFree	85236030	2/7/11
	FlareLess	85235597	2/7/11
	Global Vapor Control	85839717	2/4/13
	Global Vapor Control logo	85919491	4/30/13

TriStar Global Energy Solutions, Inc.

Registered Trademarks			
	Trademark	Registration No.	Registration Date
	TriStar	4,498,361	3/18/14
Trademark Applications			
	Trademark	Serial No.	Filing Date
	Partial Star Design with Process Flow Arrows logo	85919482	4/30/13
	TriStar Industrial Logistics Services	85833374	1/27/13
	TriStar Logistics Services	85833371	1/27/13
	TriStar logo	85191132	12/6/10
	Tristar logo	85919489	4/30/13

Tristar Petroserv, Inc.

Registered Trademarks			
	Trademark	Registration No.	Registration Date

	TriStar PetroServ	4,425,866	10/29/13
Trademark Applications			
	Trademark	Serial No.	Filing Date
	TriStar PetroServ logo	85191150	12/6/10
	TriStar PetroServ logo	85918767	4/30/13

United Laboratories International, LLC

Registered Trademarks			
	Trademark	Registration No.	Registration Date
	HOB	4,032,512	9/27/11
	Quick-Zyme	3,267,086	7/24/07
	Rezyd-X	2,448,307	5/1/01
	Tank Zyme	4,396,513	9/03/13
	ULI	4,264,968	12/25/12
	ULI logo	009645243	7/05/11
	ULI logo	4,210,719	9/18/12
	Vapour-Phase	2,578,294	6/11/02
	Zyme-Flow	2,496,227	10/9/01
	Zyme-Flow	4,202,969	9/4/12
	Zyme-HT	4,129,279	4/17/12
	Zyme-Ox	2,654,008	11/26/02
Trademark Applications			
	Trademark	Serial No.	Filing Date
	Decon Technology	85833370	1/27/13
	Decon Technology Zyme-Flow logo	85823264	1/15/13
	FastEntry	86445262	11/5/14
	Super Tank-Zyme	86323088	6/27/14