

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utopia Global, Inc.		01/26/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Arvind Singh		
Street Address:	405 Washington Blvd., Ste. 203		
City:	Mundelein		
State/Country:	ILLINOIS		
Postal Code:	60060		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4252635	EDLM	
Registration Number:	3186645	UTOPIA GLOBAL OUTSOURCING SOLUTIONS	
Registration Number:	3290985	UTOPIA PERFECTLY POSSIBLE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>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.</i>			
Phone:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	381456-00004		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	04/06/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this Trademark Security Agreement) is made this 26th day of January, 2015, by and between **UTOPIA GLOBAL, INC.**, a Delaware corporation (herein called the "Debtor") in favor of **ARVIND SINGH**, acting in his capacity as Note Agent for and on behalf of himself and each of the other Bridge Note Lenders (as defined below) ("Secured Party").

W I T N E S S E T H:

WHEREAS, in consideration of the mutual covenants herein contained in the Senior Subordinated Secured Promissory Notes issued by the Debtor as described in Schedule II hereof (collectively, "Bridge Notes") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants to Secured Party, as Note Agent for the holders of Bridge Notes ("Bridge Note Lenders"), a continuing security interest in all of Debtor'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 Debtor's Trademarks and Intellectual Property Licenses pertaining to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License of a Trademark; and

(d) all products and proceeds of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

2. REPRESENTATIONS AND WARRANTIES. Debtor represents and warrants that (a) the information included in Schedule I hereto is true, correct, and complete in all respects as of the date hereof, and (b) with respect to any amendments, supplements or replacements of Schedule I delivered by Debtor after the date hereof or information supplied to Secured Party for purposes of Section 5 hereto, such amendments, supplements, replacements and information shall be true, correct, and complete in all respects on the date or dates submitted to Secured Party.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all of Debtor's obligations under the Bridge Notes (the "Obligations"), whether now existing or arising hereafter, subject to the terms and conditions of the Bridge Notes. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Debtor or Utopia Investment Holdings, LLC ("Holdings") to Secured Party or both of them to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Debtor or Holdings.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and in confirmation of the security interests granted to Secured Party, as Note Agent for the Bridge Note Lenders, in the Trademark Collateral and all of

Debtor's right, title and interest in and to all other intellectual property of Debtor, whether now owned or hereafter existing or acquired, together with all proceeds thereof (collectively, the "Collateral") pursuant to the Bridge Notes. Debtor confirms and acknowledges that the scope of the Collateral securing the Obligations is broader than the Trademark Collateral and that nothing herein is intended to limit or narrow the scope of the Collateral set forth in the Bridge Notes. Debtor also hereby acknowledges and affirms the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby and all other Collateral as more fully set forth in the Bridge Notes, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Debtor shall give Secured Party prompt notice in writing of any additional United States trademark registrations or applications therefor after the date hereof. Debtor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I, or any other Collateral.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any of the Bridge Notes in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission, pdf format, or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any of the Bridge Notes clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any of the Bridge Notes to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any of the Bridge Notes to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations or other obligations which survive termination of the Bridge Notes. Any reference herein to any entity shall be construed to include such entity's successors and assigns, subject to restrictions on assignment as set forth in the Bridge Notes.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set above.

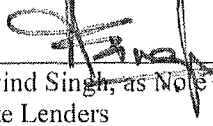
UTOPIA GLOBAL, INC., a Delaware corporation

By: 

Name: Mohan Kharbanda

Title: President

ACCEPTED AND ACKNOWLEDGED BY:


Arvind Singh, as Note Agent for the Bridge
Note Lenders

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark Owner	Country	Registered Trademark	Application/Registration No.	Trademark Registration Date
Utopia Global, Inc.	United States of America	EDLM®	4252635	December 4, 2012

Trademarks Not Currently In Use

Trademark Owner	Country	Mark	Application/Registration No.	Trademark Registration Date
Utopia Global, Inc.	United States of America	Utopia Global Outsourcing Solutions®	3186645	December 19, 2006
Utopia Global, Inc.	United States of America	Your Business is Ready for Success but is Your Data? ®	3290985	September 11, 2007

Trademark Licenses

None

SCHEDULE II

Senior Subordinated Secured Promissory Notes issued by UTOPIA GLOBAL, INC. (for purposes of this Schedule II, referred to as "Global")

- (1) that certain Senior Subordinated Secured Promissory Note in the initial principal amount of \$20,000 issued by Global to Peter Aynsley-Hartwell on July 14, 2014, as amended on January 26, 2015.
- (2) that certain Senior Subordinated Secured Promissory Note in the initial principal amount of \$50,000 issued by Global to Rahul Chaudhary on January 26, 2015.
- (3) that certain Senior Subordinated Secured Promissory Note in the initial principal amount of \$50,000 issued by Global to Jalesh Kalra on January 26, 2015.
- (4) that certain Senior Subordinated Secured Promissory Note in the initial principal amount of \$200,000 issued by Global to Phil Wyman on July 14, 2014, as amended on January 26, 2015.
- (5) that certain Senior Subordinated Secured Promissory Note in the initial principal amount of \$209,500 issued by Global to Aruna Chaturvedi on July 16, 2014, as amended on January 26, 2015.
- (6) that certain Senior Subordinated Secured Promissory Note in the initial principal amount of \$100,000 issued by Global to Mohan Kharbanda on January 26, 2015.
- (7) that certain Amended and Restated Senior Subordinated Secured Promissory Note in the initial principal amount of \$500,000 issued by Global to Arvind Singh on January 26, 2015.
- (8) that certain Amended and Restated Senior Subordinated Secured Promissory Note in the initial principal amount of \$500,000 issued by Global to Narinderjit Singh on January 26, 2015.