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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM338884

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MultiTek, LLC		03/31/2015	LIMITED LIABILITY COMPANY: MISSOURI
MultiTek Global LLC		03/31/2015	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	UniGroup Worldwide Logistics, LLC	
Doing Business As:	UniGroup Logistics	
Street Address:	One Premier Drive	
City:	Fenton	
State/Country:	MISSOURI	
Postal Code:	63026	
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86498081	MULTITEK GLOBAL
Registration Number:	4439565	MULTITEK

CORRESPONDENCE DATA

Fax Number: 6363493945

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.

Email: Valerie_Pacer@unigroup.com

Correspondent Name: Valerie Pacer Address Line 1: One Premier Drive

Address Line 4: Fenton, MISSOURI 63026

NAME OF SUBMITTER:	Valerie Pacer
SIGNATURE:	/vp/
DATE SIGNED:	04/21/2015

Total Attachments: 5

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SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of March 31, 2015 (this "Agreement"), is made by MultiTek, LLC, a Missouri limited liability company and MultiTek Global, LLC, an Indiana limited liability company (together, the "Grantors"), in favor of UniGroup Worldwide Logistics, LLC, a Missouri limited liability company d/b/a UniGroup Logistics (the "Secured Party").

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement, dated of even date with this Agreement (the "Purchase Agreement"), the Secured Party has agreed to extend credit to the Grantors and the Grantors executed a Promissory Note dated of even date herewith (the "Note"); and

WHEREAS, as a condition to such extension of credit, the Secured Party has required the execution and delivery of this Agreement by the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors agrees as follows:

- 1. Grant of Security. Each of Grantors hereby grant to the Secured Party, a security interest in all of such Grantor's right, title and interest in and to all of the following property (the "Security Interest") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantors' obligations under the Promissory Note and this Agreement (the "Obligations"):
- (a) the name "MultiTek" and all trademarks, service marks, trade names, domain names, corporate names, business names, company names, trade dress, trade styles or logos and all registrations of and applications to register the foregoing and any variation thereof or any new renewals thereof. including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, dilutions and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above; and
 - (b) any and all proceeds from the sale of the foregoing (collectively, the "Collateral").
- 2. Recordation. Each Grantor hereby authorizes the Secured Party to file UCC financing statements describing the Collateral to perfect the Secured Party's Security Interest in the Collateral and authorizes and requests that the United States Commissioner of Patents and Trademarks record this Agreement.
- 3. Representations and Warranties of the Grantors, Each of the Grantors represents and warrants to the Secured Party that:
- (a) The Grantor's legal name and state of organization is exactly as set forth on the first page of this Agreement:
 - (b) The Grantors are the owners of the Collateral;
 - (c) The Grantors have the exclusive right to grant a security interest in the Collateral; and

- (d) The Collateral is genuine, free from liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except the lien created by this Agreement.
- 4. Covenants of the Grantors. Each Grantor agrees: (i) to pay the Obligations secured by this Agreement when due; and (ii) not to change its state of organization as set forth in Section 3(a) without giving the Secured Party 30 days' prior written notice.
- 5. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any default in the payment or performance of any obligation, or any defined event of default, under the Promissory Note; (b) any representation or warranty made by the Grantors in this Agreement shall prove to be incorrect, false or misleading in any material respect when made; and (c) the Grantors shall fail to observe or perform any material obligation or agreement set forth in this Agreement.
- 6. Remedies. Upon the occurrence of any Event of Default, the Secured Party shall have the right to declare immediately due and payable all or any Obligations secured by this Agreement and to exercise all other rights, powers, privileges and remedies granted to a secured party upon default under the Uniform Commercial Code or otherwise provided by law.
- 7. <u>Cumulative Rights</u>. All rights, powers, privileges and remedies of the Secured Party shall be cumulative. No delay, failure or discontinuance of the Secured Party in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise or the exercise of any other right, power, privilege or remedy.
- 8. <u>Waivers and Consents of the Secured Party</u>. Any waiver, permit, consent or approval of any kind by the Secured Party of any default, or any such waiver of any provisions or conditions, must be in writing and shall be effective only to the extent set forth in writing.
- 9. Further Assurances. At any time upon the request of the Secured Party, the Grantors will execute or deliver to the Secured Party any and all financing statements, security agreements, pledges, assignments, endorsements, certificates and all other documents (the "Additional Documents") that the Secured Party may request and in form and substance satisfactory to the Secured Party, to create, perfect, and continue perfection or to better perfect the Secured Party's Security Interest in the Collateral, and in order to fully consummate all of the transactions contemplated under this Agreement and the Promissory Note. To the maximum extent permitted by applicable law, if the Grantors refuse or fail to execute or deliver any requested Additional Documents, the Grantors hereby authorize the Secured Party to execute such Additional Documents in each Grantor's name, and authorize the Secured Party to file such executed Additional Documents in any appropriate filing office. Neither Grantor shall file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of the Secured Party.
- 10. <u>Notices</u>. All notices, requests and demands required under this Agreement must be given, and shall be deemed received, as provided in the Purchase Agreement.
- 11. <u>Costs, Expenses And Attorneys' Fees.</u> The Grantors shall pay to the Secured Party immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the Secured Party's counsel), expended or incurred by the Secured Party to enforce its rights under this Agreement.

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- 12. Successors; Assigns; Amendment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by the Secured Party and Grantor.
- 13. Severability of Provisions. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.
- 14. Jurisdiction. All actions or proceedings arising in connection with this Agreement may be tried and litigated in the State and, to the extent permitted by applicable law, federal courts located in the County of Saint Louis, Missouri.
- 15. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
- 16. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Missouri.
- 17. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Purchase Agreement and the Promissory Note, The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Purchase Agreement and the Promissory Note, all terms and provisions of which are incorporated herein by reference.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ΓHE GRANTORS:	THE SECURED PARTY:
MultiTeRoofsbyeh by: kevin schultz 3/30/2015	UniGroup Worldwide Logistics, LLC By: Mark N. Schroeder Chief Financial Officer
Multi Felo Gibalia LLC By:	

Schedule 1

Trademark	Registration Number	Registration Date	
MULTITEK	4,439,565	November 26, 2013	٦

Trademark Application	Application/Serial Number	Application Date
Multitek global	86498081	January 8, 2015

ITEM#	HOSTING SERVICE	DOMAIN OWNER	DOMAIN	MANAE CERVER OVERES	ALABAT CEDUED
	2		DOMAIN	NAME SERVER OWNER	NAME SERVER
1	Network Solutions	UniGroup	multitekglobal.net	MultiTek	NS5999.HOSTGATOR.COM
		·:-			NS6000.HOSTGATOR.COM
2	Network Solutions	UniGroup	multitekglobal.com	MultiTek	NS5999.HOSTGATOR.COM
					NS6000.HOSTGATOR.COM
3	Network Solutions	UniGroup	multitekss.com	UniGroup	NS.UNIGROUPINC.COM
					NS2.UNIGROUPINC.COM
4	Network Solutions	UniGroup	multitekstrategic.biz	UniGroup	NS.UNIGROUPINC.COM
		·			NS2.UNIGROUPINC.COM
5	Network Solutions	UniGroup	multitekstrategic.com	UniGroup	NS.UNIGROUPINC.COM
	. '				NS2.UNIGROUPINC.COM
6	Network Solutions	UniGroup	multitekstrategic.info	UniGroup	NS.UNIGROUPINC.COM
					NS2.UNIGROUPINC.COM
7	Network Solutions	UniGroup	multitekstrategic.net	UniGroup	NS.UNIGROUPINC.COM
	·				NS2.UNIGROUPINC.COM
8	GoDaddy	UniGroup	multitekllc.com	MultiTek	PDNS01.DOMAINCONTROL.COM
					PDNS02.DOMAINCONTROL.COM
9	GoDaddy	UniGroup	multitekllc.org	MultiTek	PDNS01,DOMAINCONTROL,COM
					PDNS02.DOMAINCONTROL.COM
10	GoDaddy	UniGroup	multitekllc.net	MultiTek	PDNS01.DOMAINCONTROL.COM
					PDNS02.DOMAINCONTROL.COM
11	GoDaddy	UniGroup	multitekllc.info	MultiTek	PDNS01.DOMAINCONTROL.COM
					PDNS02.DOMAINCONTROL.COM
12	GoDaddy	MultiTek	multitek.us	MultiTek	PDNS05.DOMAINCONTROL.COM
					PDNS06.DOMAINCONTROL.COM
13	GoDaddy	MultiTek	multitek.ca	MultiTek	pdns05.domaincontrol.com
					pdns06.domaincontrol.com

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14	GoDaddy	MultiTek	multitek.asia	MultiTek	pdns05.domaincontrol.com
					pdns06.domaincontrol.com
15	GoDaddy	MultiTek	multitek.bz	MultiTek	pdns05.domaincontrol.com
					pdns06.domaincontrol.com

DocuSigned by:

3/31/2015

kevin schultz

President

MultiTek



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