

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363582

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UST GLOBAL INC		11/24/2015	CORPORATION: DELAWARE
XPANXION, LLC		11/24/2015	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	2450 Colorado Avenue
Internal Address:	3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

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:	3830179	XPANXION
Registration Number:	3787720	USTGLOBAL

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

OP \$240.00 3561470

Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F159751

NAME OF SUBMITTER: Teresa L. McNally

SIGNATURE: /Teresa L. McNally/

DATE SIGNED: 11/24/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 24th day of November, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 24, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **UST GLOBAL INC**, a Delaware corporation ("UST Global"), **XPANXION, LLC**, a Georgia limited liability company ("Xpanxion"); together with UST Global, are referred to hereinafter each individually, as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, Wells Fargo and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association ("PNC"), as joint lead arrangers, Wells Fargo and PNC, as joint book runners, and PNC, as syndication agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 24, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the undersigned parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

UST GLOBAL INC, a Delaware corporation

By: 
Name: Vijay Padmanabhan
Title: Treasurer

XPANXION, LLC, a Georgia limited liability company

By: 
Name: Vijay Padmanabhan
Title: Treasurer

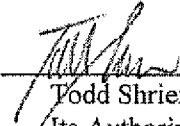
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association, as Agent and not individually

By:



Todd Shrier
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005675 FRAME: 0569

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARKS

Owner	Mark	Country of Register	Application Serial No.	Registration # (if any)	Application Status	Registration Date
UST Global Inc	ABUILD	US	76660849	3561470	Renewed	January 13, 2009
UST Global Inc	AMUST	US	76/660,850	3449975	Renewed	June 17, 2014
UST Global Inc	Colors	EU	8512295	8512295	Registered	February 22, 2010
UST Global Inc	IMUST	US	76702554	3978351	Registered	June 14, 2011
UST Global Inc	IMUST	EU		9455841	Registered	January 3, 2011
UST Global Inc	IMUST	India	2039156	Pending	Filed	Pending
UST Global Inc	IMUST	Philippines	4-2010-011388	4-2010-011388	Registered	November 10, 2011
UST Global Inc	IMUST	Malaysia	2010-19755	2010019755	Registered	April 19, 2010
UST Global Inc	Speed	US	76660861	3,701,879	Registered	October 27, 2009
UST Global Inc	Transform	US	76/660,856	3564996	Internal Data Gathering	January 20, 2009
UST Global Inc	Trust	US	76660857	3568009	Renewed	January 27, 2009
UST Global Inc	US Technology Resources	Singapore	40201402723 S	Pending	Filed	Pending
UST Global Inc	US Technology Resources	India	28473966	Pending	Filed	Pending
UST Global Inc	UST Global	US	76/670,453	3557962	Renewed	January 6, 2009
UST Global Inc	UST Global	India	1624603	1624606	Registered	January 4, 2012
UST Global Inc	UST Global	India	1624605	Pending	Filed	Pending
UST Global Inc	UST Global	India	1624605	Pending	Filed	Pending
UST Global Inc	UST GLOBAL	Canada	1365026	TMA744415	Registered	July 30, 2009
UST Global Inc	UST GLOBAL	Canada	1434655	TMA817462	Registered	February 13, 2012
UST Global Inc	COLORS	Canada	1449069	ABANDONED		
Xpanxion,	XPANXION	US	77708895	3830179	Registered	August 10,

Owner	Mark	Country of Register	Application Serial No.	Registration # (if any)	Application Status	Registration Date
LLC						2010
UST Global Inc	USTGLOBAL	US	76693774	3787720	Registered	May 11, 2010

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.