

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM692718

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UST Global (Singapore) Pte. Limited		12/03/2021	Company: SINGAPORE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Agent		
<b>Street Address:</b>	6400 Las Colinas Blvd		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5048704	I BELIEVE	
<b>Registration Number:</b>	5032033	INNOVATION POD	
<b>Registration Number:</b>	5903483	SOCIAL MOBILE AUGMENTED REALITY & THINGS	
<b>Registration Number:</b>	6014268	UST SMARTOPS	
<b>Registration Number:</b>	5177651	MODOPS	
<b>Registration Number:</b>	5192172	DIGITAL ERA	
<b>Registration Number:</b>	4804437	UDISPATCH	
<b>Registration Number:</b>	5997565	E EDGE-OPS DEV-OPS STARTS HERE	
<b>Registration Number:</b>	3449976	W	
<b>Registration Number:</b>	5997554	E	
<b>Registration Number:</b>	4979873	C-ASSUR	
<b>Registration Number:</b>	5004904	COGNITIVE EDGE	
<b>Registration Number:</b>	5028348	UST EDGE-OPS	
<b>Registration Number:</b>	4939533	UST	
<b>Registration Number:</b>	4846136		
<b>Registration Number:</b>	4846128		
<b>Registration Number:</b>	6435176	SKRIPTMATE	
<b>Registration Number:</b>	5991616	NOSKRIPT	
<b>Registration Number:</b>	5984886	NS	

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Property Type	Number	Word Mark
Registration Number:	6464243	UST SMARTSTART
Registration Number:	4979411	DESIGN EDGE
Registration Number:	4768404	USTECHNOLOGY RESOURCES W
Registration Number:	5023228	STEP IT UP AMERICA VETERANS
Registration Number:	5018488	PLURAL SOURCING
Registration Number:	4978853	CODE FOR HUMANITY
Registration Number:	6050482	UST
Registration Number:	6192310	UST GLOBAL
Registration Number:	6297220	CYBERPROOF
Registration Number:	5050179	MAKING THE BEST BETTER
Registration Number:	4601596	STEP IT UP AMERICA UST GLOBAL PROGRAM
Registration Number:	5073623	TRANSFORMING LIVES GLOBALLY
Registration Number:	5078308	TECHNOLOGY. TRAINING. JOBS
Registration Number:	5078307	INNOVATION. INFORMATION. TECHNOLOGY
Registration Number:	4567627	STEP IT UP AMERICA UST GLOBAL PROGRAM
Registration Number:	4567027	STEP IT UP AMERICA
Registration Number:	5198455	EDGE-OPS
Serial Number:	88918220	QUBZ
Registration Number:	4937524	URBAN SOURCING

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864

*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:** 2129061209

**Email:** JESSICA.BAJADA-SILVA@LW.COM

**Correspondent Name:** LATHAM & WATKINS LLP, C/O JESSICA BAJADA

**Address Line 1:** 1271 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10020

<b>ATTORNEY DOCKET NUMBER:</b>	049133-0525
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
<b>DATE SIGNED:</b>	12/06/2021

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 3, 2021 (this “Agreement”), is made by UST GLOBAL (SINGAPORE) PTE. LIMITED, a company incorporated under the laws of Singapore with registration number 200722796N (the “Grantor”), in favor of CITIBANK, N.A., a national banking association, as administrative and collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of November 19, 2021 among the Grantor, the other Borrowers party thereto, the Lenders, and the Agent (as amended, restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, to the Borrowers; and

**WHEREAS**, by means of that certain Assumption Agreement dated as of the date hereof, and as a condition to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantor entered into a Pledge and Security Agreement dated as of November 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) with the Agent, pursuant to which the Grantor assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

**WHEREAS**, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

#### **SECTION 2.1 Grant of Security.**

The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, but excluding any Excluded Property (collectively, the “Trademark Collateral”) as collateral security

for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(i) all trademarks, service marks, trade names, trade dress, and other indicia of origin, and all registrations and applications for the registration thereof, including the registrations and applications for registration listed in Schedule A attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill symbolized by the foregoing or connected therewith, and (vi) all other rights corresponding thereto throughout the world (collectively, "Trademarks").

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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 or any registrations issuing therefrom under applicable United States federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

LIST GLOBAL (SINGAPORE) PTE. LIMITED,  
as Grantor

By: 

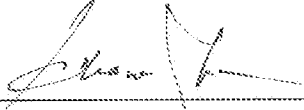
Name: Ramanathan Raghunathan

Title: Director

*[Signature Page to Trademark Security Agreement]*

Accepted and Agreed:

**CITIBANK, N.A.,**  
as Agent

By:   
Name: \_\_\_\_\_  
Title: Eleanor Chan  
Senior Vice President

*[Signature Page to the Trademark Security Agreement]*

**UST SINGAPORE – TRADEMARK REGISTRATIONS AND APPLICATIONS****\* = ITU Mark**

<b><u>Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Country of Register</u></b>	<b><u>Application Serial No.</u></b>	<b><u>Registration # (if any)</u></b>	<b><u>Application Status</u></b>
UST Global (Singapore) Pte. Limited	I BELIEVE & Design	United States	86/903905	5048704	Registered
UST Global (Singapore) Pte. Limited	QUBZ	United States	88/918,220		Filed*
UST Global (Singapore) Pte. Limited	CULMINA	United States	90174224		Filed*
UST Global (Singapore) Pte. Limited	INNOVATION POD	United States of America	86/961658	5032033	Registered
UST Global (Singapore) Pte. Limited	SOCIAL MOBILE AUGMENTED REALITY & THINGS	United States of America	86/945319	5903483	Registered
UST Global (Singapore) Pte. Limited	UST SMARTOPS	United States of America	87/955045	6014268	Registered Issued
UST Global (Singapore) Pte. Limited	MODOPS	United States of America	86/880142	5177651	Registered
UST Global (Singapore) Pte. Limited	DIGITAL ERA	United States of America	86/827364	5192172	Registered
UST Global (Singapore) Pte. Limited	UDISPATCH	United States of America	85/810922	4804437	Registered
UST Global (Singapore) Pte. Limited	Edge-Ops Dev-Ops Starts Here	United States of America	87/757050	5997565	Registered
UST Global (Singapore) Pte. Limited	W	United States of America	76/660854	3449976	Registered Renewed Registration
UST Global (Singapore) Pte. Limited	E Design	United States of America	87/733181	5997554	Registered

Schedule A-1



UST Global (Singapore) Pte. Limited	C-ASSUR	United States of America	86/707457	4979873	Registered
UST Global (Singapore) Pte. Limited	COGNITIVE EDGE	United States of America	86/707446	5004904	Registered
UST Global (Singapore) Pte. Limited	UST EDGE-OPS	United States of America	86/685951	5028348	Registered
UST Global (Singapore) Pte. Limited	UST	United States of America	86/685901	4939533	Registered
UST Global (Singapore) Pte. Limited	INFINITY LABS & Design	United States of America	87/658236		Filed* Allowed
UST Global (Singapore) Pte. Limited	INFINITY LABS	United States of America	87/657822		Filed* Allowed
UST Global (Singapore) Pte. Limited	TELEMEDICINE & LOGO B&W	United States of America	86/637811	4846136	Registered
UST Global (Singapore) Pte. Limited	TELEMEDICINE LOGO COLOUR	United States of America	86/634577	4846128	Registered
UST Global (Singapore) Pte. Limited	SKRIPTMATE	United States of America	88/646,391	6,435,176	Registered Issued
UST Global (Singapore) Pte. Limited	NOSKRIPT	United States of America	87/624691	5991616	Registered Issued
UST Global (Singapore) Pte. Limited	NOSKRIPT Design	United States of America	87/624687	5984886	Registered Issued
UST Global (Singapore) Pte. Limited	UST SmartSense	United States of America	88/603564		Filed* Allowed
UST Global (Singapore) Pte. Limited	UST SmartVision	United States of America	88/603538		Filed* Office Action Issued
UST Global (Singapore) Pte. Limited	UST SmartStart	United States of America	88/603,530	6,464,243	Registered Issued
UST Global (Singapore) Pte. Limited	DESIGN EDGE	United States of America	86/585327	4979411	Registered
UST Global (Singapore) Pte. Limited	USTECHNOLOGY RESOURCES W	United States of America	86/453381	4768404	Registered

Schedule A-2

UST Global (Singapore) Pte. Limited	STEP IT UP AMERICA VETERANS	United States of America	86/452472	5023228	Registered
UST Global (Singapore) Pte. Limited	PLURAL SOURCING	United States of America	86/436905	5018488	Registered
UST Global (Singapore) Pte. Limited	CODE FOR HUMANITY	United States of America	86/430196	4978853	Registered
UST Global (Singapore) Pte. Limited	URBAN SOURCING	United States of America	86/353779	4937524	Registered
UST Global (Singapore) Pte. Limited	UST	United States of America	87/328130	6050482	Registered Issued
UST Global (Singapore) Pte. Limited	UST GLOBAL	United States of America	87/312461	6192310	Registered Issued
UST Global (Singapore) Pte. Limited	CYBERPROOF	United States of America	87/290090	6297220	Registered Issued
UST Global (Singapore) Pte. Limited	MAKING THE BEST BETTER	United States of America	86/274773	5050179	Registered
UST Global (Singapore) Pte. Limited	SET IT UP AMERICA UST GLOBAL PROGRAM	United States of America	86/236344	4601596	Registered
UST Global (Singapore) Pte. Limited	PNEURON Design Logo	United States of America	88/212541		Filed* Office Action Issued
UST Global (Singapore) Pte. Limited	PNEURON	United States of America	88/212533		Filed* Office Action Issued
UST Global (Singapore) Pte. Limited	TRANSFORMING LIVES GLOBALLY	United States of America	86/176446	5073623	Registered
UST Global (Singapore) Pte. Limited	TECHNOLOGY. TRAINING. JOBS	United States of America	86/176435	5078308	Registered
UST Global (Singapore) Pte. Limited	INNOVATION. INFORMATION. TECHNOLOGY	United States of America	86/176421	5078307	Registered
UST Global (Singapore) Pte. Limited	SMARTOPS Design	United States of America	88/132710		Filed* Allowed
UST Global (Singapore) Pte. Limited	STEP IT UP AMERICA UST GLOBAL PROGRAM	United States of America	86/129130	4567627	Registered

Schedule A-3

UST Global (Singapore) Pte. Limited	STEP IT UP AMERICA	United States of America	86/092858	4567027	Registered
UST Global (Singapore) Pte. Limited	EDGE-OPS	United States of America	87/069362	5198455	Registered
UST Global (Singapore) Pte. Limited	CYBERPROOF Logo	United States of America	88742392		Filed* Allowed
UST Global (Singapore) Pte. Limited	QUBZ	United States of America	88918220		Filed Office Action Issued
UST Global (Singapore) Pte. Limited	QUBZ Logo Design	United States of America	88918230		Filed* Allowed

Schedule A-4

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**RECORDED: 12/06/2021**

**TRADEMARK  
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