

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UST Global Inc.		11/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Agent		
Street Address:	6400 Las Colinas Blvd		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76693774	USTGLOBAL	
Serial Number:	76702554	IMUST	
Serial Number:	76670453	UST GLOBAL	
Serial Number:	76660850	AMUST	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	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		
ATTORNEY DOCKET NUMBER:	049133-0525		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	01/07/2022		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 19, 2021 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") 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 Grantors, 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, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors 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") between each of the Grantors and the Agent, pursuant to which each of the Grantors 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, each 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 Grantors hereby agree 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. Each 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 Grantors hereby acknowledge and affirm 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, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

UST GLOBAL INC.,
as Grantor

By: *Diana Rosella*
Name: Diana Rosella
Title: Chief Financial Officer

UST HEALTHPROOF INC.,
as Grantor

By: _____
Name: Vijay Padmanabhan
Title: Treasurer

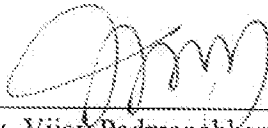
[Signature Page to the Trademark Security Agreement]

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

UST GLOBAL INC.
as Grantor

By: _____
Name: Diana Rosella
Title: Chief Financial Officer

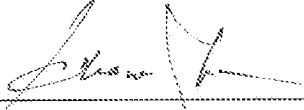
UST HEALTHPROOF INC.,
as Grantor

By:  _____
Name: Vijay Padmanabhan
Title: Treasurer

{Signature Page to the 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]

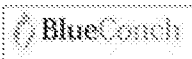
SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

*** = ITU Mark**

<u>Owner</u>	<u>Trademark</u>	<u>Country of Register</u>	<u>Application Serial No.</u>	<u>Registration # (if any)</u>	<u>Application Status</u>
UST Global Inc	IMPACT UNBOUND	United States	90/366,587		Filed*
UST Global Inc	INATA	United States	90/015,904	44005	Filed
UST Global Inc	UST GLOBAL	United States	76693774	3787720	Registered
UST Global Inc	IMUST	United States of America	76/702554	3978351	Registered Issued
UST Global Inc	USTGLOBAL and Design	United States of America	76/693774	3787720	Registered Renewed Registration
UST Global Inc	UST GLOBAL	United States of America	76/670453	3557962	Registered Issued
UST Global Inc	AMUST	United States of America	76/660850	3449975	Registered Renewed Registration
UST Global Inc	INATA	United States of America	90015904		Filed* Office Action Issued
UST Global Inc	IMPACT UNBOUND	United States of America	90366587		Filed* Office Action Issued
UST Global Inc	UST MOTION LOGO	United States of America	90366599		Filed* Office Action Issued
UST Global Inc	UST	United States of America	90366610		Filed* Office Action Issued

[Schedule A to the Trademark Security Agreement]

UST Global Inc	UST and Dot Design	United States of America	90366635		Filed* Office Action Issued
UST HealthProof Inc.	UST HealthProof	United States of America	90602867		To be examined
Xpanxion, LLC	BLUECONCH and  design	United States	88/8807522		Filed*

[Schedule A to the Trademark Security Agreement]

US-DOCS127737074.7

RECORDED: 01/07/2022

TRADEMARK
REEL: 007553 FRAME: 0156