# OP \$40.00 86323088

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM320230

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UNITED LABORATORIES INTERNATIONAL, LLC		07/31/2014	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	TEXAS CAPITAL BANK, NATIONAL ASSOCIATION		
Street Address:	One Riverway, Suite 2100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Serial Number:	86323088	SUPER TANK-ZYME	

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 713-892-4831

**Email:** tmorris@nathansommers.com

Correspondent Name: Tammy Morris

Address Line 1: 2800 Post Oak Blvd., 61st Floor

Address Line 4: Houston, TEXAS 77056

NAME OF SUBMITTER:	Tammy Morris
SIGNATURE:	/Tammy Morris/
DATE SIGNED:	10/16/2014

**Total Attachments: 3** 

source=Trademark Security Agreement - ULI#page1.tif source=Trademark Security Agreement - ULI#page2.tif source=Trademark Security Agreement - ULI#page3.tif

> TRADEMARK REEL: 005382 FRAME: 0099

900304322

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made this 31st day of July, 2014, between UNITED LABORATORIES INTERNATIONAL, LLC, a Delaware limited liability company, having a place of business at 12600 N. Featherwood Drive, Suite 330, Houston, Texas 77034 ("Grantor") and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, having a place of business at One Riverway, Suite 2100, Houston, Texas 77056 ("Lender").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (herein so called) listed on **Schedule A** attached hereto, as the same may be amended from time to time;

WHEREAS, TRISTAR GLOBAL ENERGY SOLUTIONS, INC., a Texas corporation ("Borrower"), and Lender have entered into that certain Credit Agreement dated as of October 1, 2013, as amended by First Amendment to Credit Agreement dated as of July 31, 2014, as the same may hereafter be further amended, restated, modified or supplemented from time to time (as amended, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of October 1, 2013, among Grantor, Borrower, Global Vapor Control, Inc., a Texas corporation, Tristar Petroserv, Inc., a Texas corporation, and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all of the Trademarks and Trademark Applications owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, or interest in or to, as collateral to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "Trademark Collateral"): all of Grantor's right, title and interest in and to the Trademarks and Trademark Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing.
- 2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the Trademark Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein.

[SIGNATURE PAGE FOLLOWS]

j14188.12 (United Laboratories).doc

TRADEMARK
REEL: 005382 FRAME: 0100

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

UNITED LABORATORIES

Thomas P-McQueary

President

STATE OF TEXAS

COUNTY OF HAYYS

BEFORE ME, the undersigned authority, on this day personally appeared Thomas P. McQueary, President of UNITED LABORATORIES INTERNATIONAL, LLC, a Delaware limited liability company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31st day of July, 2014.

Notary Public

My Commission Expires: 01/31/2015

Notorial Seal

Office TRUC PHAM
Notary Public, State of Texas
My Commission Expires
January 31, 2015

# **SCHEDULE A**

# Trademarks

### 1. Trademarks

Country	Trademark Registration No.		Registration Date	
NONE			, and the second se	
ndina Trada	mark Applications			
cuming reams	man w interpresenta			
Country	Trademark	Serial No.	Filing Date	

Trademark Applications in Preparation				
Country	Docket No.	Expected Filing Date	Inventor(s)	Title
NONE				

)14188.12 (United Laboratories).doc

**RECORDED: 10/16/2014** 

TRADEMARK
REEL: 005382 FRAME: 0102