

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CST Industries Inc.		08/09/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BNP Paribas, as Administrative Agent
Street Address:	One Front Street, 23rd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111-5325
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1896781	ALLIANCE
Registration Number:	1166363	AQUASTORE
Registration Number:	2144574	AR-LON 6100
Registration Number:	1928218	ARM ADVANCE SENTRY
Registration Number:	2164537	EDGECOAT
Registration Number:	2220880	GLASS 97
Registration Number:	0846675	GOLIATH
Registration Number:	0535492	HARVESTORE
Registration Number:	0798506	HERCULES
Registration Number:	1928217	HYDRA FORCE
Registration Number:	0645932	PERMAGLAS
Registration Number:	2936290	SEALWELD
Registration Number:	1019228	SLURRYSTORE
Registration Number:	2742809	STORAGEPRO

CH \$465.00 1896781

Registration Number:	2455031	TECSTORE
Registration Number:	2996039	TRICO BOND EP
Registration Number:	2344149	SEALWELD
Serial Number:	78386163	KUO-LON

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	08/09/2006

Total Attachments: 4

source=(T-Grant)(CST Industries)#page1.tif

source=(T-Grant)(CST Industries)#page2.tif

source=(T-Grant)(CST Industries)#page3.tif

source=(T-Grant)(CST Industries)#page4.tif

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CST INDUSTRIES INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement, dated as of August __, 2006 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August __, 2006 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common

law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 9th day of August, 2006.

CST INDUSTRIES INC.

By: Ronald L. Stier

Name: Ronald L. Stier

Title: President, Chief Executive Officer and Secretary

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

	Owner of Record	Reg. Date	Reg. No. (Serial No.)	Mark
1.	CST Industries Inc.	05/30/1995	1,896,781	ALLIANCE
2.	CST Industries Inc.	08/25/1981	1,166,363	AQUASTORE & DESIGN
3.	CST Industries Inc.	03/17/1998	2,144,574	AR-LON 6100
4.	CST Industries Inc.	10/17/1995	1,928,218	ARM ADVANCE SENTRY & DESIGN
5.	CST Industries Inc.	06/09/1998	2,164,537	EDGECOAT & DESIGN
6.	CST Industries Inc.	01/26/1999	2,220,880	GLASS 97
7.	CST Industries Inc.	03/26/1968	0,846,675	GOLIATH
8.	CST Industries Inc.	01/02/1951	0,535,492	HARVESTORE
9.	CST Industries Inc.	09/11/1965	0,798,506	HERCULES
10.	CST Industries Inc.	10/17/1995	1,928,217	HYDRA FORCE
11.	CST Industries Inc.	05/28/1957	0,645,932	PERMAGLAS
12.	CST Industries Inc.	03/29/2005	2,936,290	SEALWELD
13.	CST Industries Inc.	09/02/1975	1,019,228	SLURRYSTORE
14.	CST Industries Inc.	07/29/2003	2,742,809	STORAGEPRO
15.	CST Industries Inc.	05/29/2001	2,455,031	TECSTORE
16.	CST Industries Inc.	09/13/2005	2,996,039	TRICO BOND EP
17.	CST Industries Inc.	04/18/2000	2,344,149	SEALWELD

Pending Trademarks:

	Owner of Record	File Date	Appl. No. (Serial No.)	Mark
1.	CST Industries Inc.	03/17/2004	78/386,163	KUO-LON