

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tri-State Tank, L.L.C.		01/18/2008	LIMITED LIABILITY COMPANY: KANSAS
RECEIVING PARTY DATA			
Name:	Garsite/Progress LLC		
Street Address:	539 South 10th Street		
City:	Kansas City		
State/Country:	KANSAS		
Postal Code:	66105-1201		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2437131	TST	
Registration Number:	2444400	TST OVER 100 YEARS OF EXPERIENCE SERVICING YOU.	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	63219.4		
NAME OF SUBMITTER:	Edward T. White		
Signature:	/Edward T. White/		

CH \$65.00 2437131

Date:

02/12/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into this 18th day of January, 2008, by and between TRI-STATE TANK, L.L.C., a Kansas limited liability company, d/b/a TST ("Assignor"), and Garsite/Progress LLC, a Texas limited liability company ("Assignee").

WHEREAS, Assignee and Assignor (and for the limited purposes described in the Purchase Agreement (defined below), Donald W. Sutton and James W. Hodge) are parties to that certain Asset Purchase Agreement dated October 30, 2007, as amended by that First Amendment to the Asset Purchase Agreement dated as of December 28, 2007 (as amended, the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to purchase and assume, without limitation, all rights to the United States (federal and state) and foreign trademarks (and goodwill associated therewith) and other trade names, service marks, logos, labels, trade dress, advertising and package designs and other trade rights, whether or not registered, and all applications listed on Exhibit A attached hereto and incorporated herein by reference (all of the foregoing being collectively referred to herein as the "Trademarks and Trade Names").

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants hereinafter set forth and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, together with the matters hereinafter set forth below, it is agreed by the parties as follows:

1. Assignment. Assignor does hereby sell, convey, irrevocably assign and transfer to Assignee, all of Assignor's right, title and interest, whether statutory or at common law (including, but not limited to, all registration rights with respect to the Trademarks and Trade Names, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks and Trade Names throughout the world, including, without limitation, the right to claim priority and the right to any renewal or extension thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims by Assignor for damages by reason of past infringement of the Trademarks and Trade Names with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

2. Agreement to Perform Necessary Acts. Assignor and Assignee agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment and that may be necessary to obtain, maintain, issue or enforce the Trademarks and Trade Names.

3. Consistency with the Purchase Agreement. This Assignment is being delivered pursuant to the Purchase Agreement and shall be construed consistently therewith. To

the extent of any inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control and prevail.

4. Amendment. This Assignment may be amended only by a writing signed by both parties.

5. Severability. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Texas, without giving effect to principles of conflicts of laws thereof.

7. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the parties may be evidenced by way of electronic transmission of such party's signature, or a photocopy of such electronic transmission, and such electronic signature shall be deemed to constitute the original signature of such party thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first written above.

TRI-STATE TANK, L.L.C.

By: *Donald W Sutton*
Name: DONALD W SUTTON
Title: MANAGER

STATE OF ^{MISSOURI} ~~KANSAS~~)
CITY/COUNTY OF JACKSON)ss.)

The foregoing Trademark Assignment Agreement was acknowledged before me on January 13, 2008, by Donald W Sutton, the Manager of Tri-State Tank, L.L.C., a Kansas limited liability company, d/b/a TST, on behalf of said limited liability company.

Sandra M Parker
NOTARY PUBLIC

My Commission Expires: 8-8-10

[SEAL]

SANDRA M. PARKER
Notary Public-Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires Aug. 8, 2010
Commission No. 08428782

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment Agreement to be executed and delivered by its duly authorized representative as of the date first written above.

GARSITE/PROGRESS LLC

By: *Ted W. Beneski*
Name: **Ted W. Beneski**
Title: **Chairman of the Board**

STATE OF TEXAS)
CITY/COUNTY OF TARRANT)ss.

The foregoing Trademark Assignment Agreement was acknowledged before me on January 6th, 2008, by TED W. BENESKI, the CHAIRMAN OF THE BOARD of Garsite/Progress LLC, a Texas limited liability company, on behalf of said limited liability company.

Felicia Mary Carr
NOTARY PUBLIC

My Commission Expires: 06-11-2008

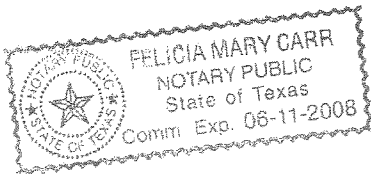


EXHIBIT A

Trademarks

1. TST (Reg. No. 2,437,131)
2. TST and Design (Reg. No. 2,444,400)

Tradenames

1. Eagle Tank
2. Sutton Tank
3. Tri-State Tank

Assumed Names

1. TST, LLC
2. Sutton Tank