

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<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>
USA Tank Sales and Erection Company, Inc.		12/20/2010	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Privatebank and Trust Company		
<b>Street Address:</b>	1401 S. Brentwood Blvd., 2nd		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63144		
<b>Entity Type:</b>	Banking Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77845222	THERMACON	
<b>CORRESPONDENCE DATA</b>			
Fax Number: (314)259-2020 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 3142592000 Email: ncollora@bryancave.com Correspondent Name: Daniel A. Crowe Address Line 1: 211 North Broadway, Ste 3600 Address Line 4: St. Louis, MISSOURI 63102			
<b>ATTORNEY DOCKET NUMBER:</b>	0315911		
<b>NAME OF SUBMITTER:</b>	Daniel A. Crowe		
<b>Signature:</b>	/Daniel A. Crowe/		
<b>Date:</b>	12/23/2010		

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**TRADEMARK**  
 REEL: 004440 FRAME: 0166

**Total Attachments: 6**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of December 20, 2010, by USA TANK SALES AND ERECTION COMPANY INC., a Missouri corporation (the "**Grantor**"), in favor of THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent (herein, together its successors and assigns in such capacity, the "**Administrative Agent**") for the benefit of itself and the Lenders (as defined below).

### RECITALS

A. The Grantor, Bell Ventures, LLC, a Missouri limited liability company, M & W Tank Construction Co., a Louisiana corporation, Total Tanks, LLC, a Texas limited liability company, and Deep Creek Engineering, LLC, a Missouri limited liability company (collectively, the "**Borrower**"), have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") with the financial institutions that are or may from time to time become parties thereto (together with their respective successors and assigns, the "**Lenders**") and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue letters of credit for the account of, Grantor.

B Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Administrative Agent for itself and the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Administrative Agent for itself and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**");

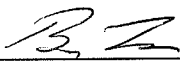
- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent license under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "**Patent Collateral**").

This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Administrative Agent for itself and the Lenders pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

*[signature page follows]*

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

USA TANK SALES AND ERECTION  
COMPANY INC.  
a Missouri corporation

By:   
Name: Brian A. Lovett  
Title: Executive Vice President

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Ed Dehner  
Title: Managing Director


The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

USA TANK SALES AND ERECTION  
COMPANY INC.  
a Missouri corporation

By: \_\_\_\_\_  
Name: Brian A. Lovett  
Title: Executive Vice President

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Ed Dehner  
Title: Managing Director

**SCHEDULE 1**

**Trademark Collateral**

COUNTY	MARK	SERIAL NO.	REG. NO.	OWNER
United States	THERMACON	77/845,222		USA Tank Sales & Erection Company Inc.

**SCHEDULE 2**

**Patent Collateral**

None