

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
USA Tank Sales & Erection Company, Inc.		12/20/2010	CORPORATION: MISSOURI
M&W Tank Construction Co.		12/20/2010	CORPORATION: LOUISIANA
Total Tanks, LLC		12/20/2010	LIMITED LIABILITY COMPANY: TEXAS
Deep Creek Engineering LLC		12/20/2010	LIMITED LIABILITY COMPANY: MISSOURI
Bell Ventures, LLC		12/20/2010	LIMITED LIABILITY COMPANY: MISSOURI

**RECEIVING PARTY DATA**

<b>Name:</b>	Eagle Fund II, L.P.
<b>Street Address:</b>	101 South Hanley Road
<b>Internal Address:</b>	Suite 1250
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>Entity Type:</b>	LIMITED PARTNERSHIP: MISSOURI

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	77845222	THERMACON

**CORRESPONDENCE DATA**

**Fax Number:** (314)667-3633  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 314.552.6000  
**Email:** ipdocket@thompsoncoburn.com  
**Correspondent Name:** Tiffany L. Schwartz  
**Address Line 1:** One US Bank Plaza

**900191840**

**TRADEMARK  
 REEL: 004541 FRAME: 0282**

**CH \$40.00 77845222**

Address Line 2: Thompson Coburn LLP  
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	7269-92661
NAME OF SUBMITTER:	Tiffany L. Schwartz
Signature:	/Tiffany L. Schwartz/
Date:	05/13/2011

Total Attachments: 7  
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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of December 20, 2010, by Bell Ventures, LLC, a Missouri limited liability company, USA Tank Sales & Erection Company Inc., a Missouri corporation, 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 (each and collectively, the "**Grantor**"), in favor of EAGLE FUND II, L.P., a Missouri limited partnership (the "**Subordinated Lender**").

### RECITALS

A. The Grantor has entered into a Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**") with the Subordinated Lender, pursuant to which the Lenders has agreed to make loans to the Grantor.

B Pursuant to the Note Purchase Agreement, the Grantor is required to execute and deliver to the Subordinated Lender this Agreement.

C. Pursuant to the terms of the Note Purchase Agreement, Grantor has granted to the Subordinated Lender, 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 Note Purchase Agreement.

In consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, the Grantor does hereby grant to the Subordinated Lender 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**");

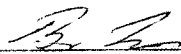
- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, 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 Subordinated Lender pursuant to the Note Purchase Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Subordinated Lender 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 Note Purchase 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 Note Purchase 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.

BELL VENTURES, LLC,  
a Missouri limited liability company

By:   
Name: Brian A. Lovett  
Title: Manager

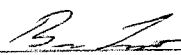
USA TANK SALES & ERECTION  
COMPANY, INC., a Louisiana corporation

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

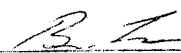
M & W TANK CONSTRUCTION CO.,  
a Louisiana corporation

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

TOTAL TANKS, LLC,  
a Texas limited liability company

By:   
Name: Brian A. Lovett  
Title: Manager

DEEP CREEK ENGINEERING, LLC,  
a Missouri limited liability company

By:   
Name: Brian A. Lovett  
Title: Manager

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.

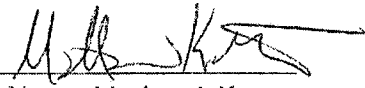
BELL VENTURES, LLC,  
a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

EAGLE FUND II, L.P.,  
as Subordinated Lender

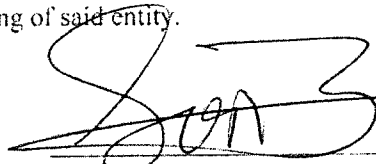
By: Eagle Fund II Partners, L.L.C.  
Its: General Partner

By:   
Print Name: Matthew J. Koster  
Title: Principal

State of Missouri )  
 ) ss  
    of St. Louis )

On this 16 day of December, 2010, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

SCOT W. BOULTON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
Commission #10521860  
My Commission Expires July 22, 2014

  
Notary Public

**SCHEDULE 1**

**Trademark Collateral**

THERMACON — U.S. Ser. No. 77/845,222, filed Oct. 9, 2009 by USA  
Tank Sales & Erection Co., Inc.



**SCHEDULE 2**

**Patent Collateral**

None