

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 Covers Industries, Inc.		05/23/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	100 Crescent Court, Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	bank: FRANCE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2490825	ALUMADOME	
Registration Number:	2490826	ALUMAVault	
Registration Number:	2274138	CONSERVATEK	
Registration Number:	951683	CRYSTOGON	
Registration Number:	3237738	STADIAFORM	
Registration Number:	876849	TEMCOR	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdoCKET@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$165.00 2490825

ATTORNEY DOCKET NUMBER:	049018-0020
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	06/01/2012
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CST INDUSTRIES INC., a Delaware corporation and **CST COVERS INDUSTRIES, INC.**, a California corporation (collectively, the **“Grantors”**), own and use in their business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, CST Industries Inc., a Delaware corporation (**“Company”**) has entered into a Credit Agreement, dated as of May 23, 2012 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and 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 permitted 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 Company; and

WHEREAS, Company 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, CST COVERS Industries, Inc. has executed and delivered that certain Subsidiary Guaranty dated as of May 23, 2012 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Guaranty”**) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantors have guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 23, 2012 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Security Agreement”**), among Company, Secured Party and the other grantors named therein, Grantors have 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 Grantors to Secured Party pursuant to the Security Agreement, Grantors hereby grant to Secured Party a security interest in all of Grantors’ right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantors 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 Grantors, 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, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantors’ business symbolized by the Trademarks and associated therewith; and

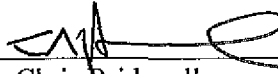
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason 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.

Grantors do 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.


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IN WITNESS WHEREOF, Grantors have caused this Grant of Trademark Security Interest to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CST INDUSTRIES INC.

By: 
Name: Chris Bridgnell
Title: Chief Financial Officer, Vice President,
Treasurer and Secretary

CST COVERS INDUSTRIES, INC.

By: 
Name: Chris Bridgnell
Title: Chief Financial Officer, Vice President,
Treasurer and Secretary

(Grant of Trademark Security Interest)

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

Owner	Trademark Description	Registration/Appl. Number	Reg. Date/Appl. Date
CST Industries Inc.	ALLIANCE	1896781	5/30/1995
CST COVERS Industries, Inc.	ALUMADOME	2490825	9/18/2001
CST COVERS Industries, Inc.	ALUMAVault	2490826	9/18/2001
CST Industries Inc.	AQUASTORE & DESIGN	1166363	8/25/1981
CST Industries Inc.	AQUUS	3800345	6/8/2010
CST Industries Inc.	ARM ADVANCE SENTRY & DESIGN	1928218	10/17/1995
CST Industries Inc.	BULKTEC	3885167	12/7/2010
CST COVERS Industries, Inc.	CONSERVATEK & DESIGN	2274138	8/31/1999
CST COVERS Industries, Inc.	CRYSTOGON	951683	1/30/1973
CST Industries Inc.	EDGEcoat DESIGN	2164537	6/9/1998
CST Industries Inc.	GLASS 97	2220880	1/26/1999
CST Industries Inc.	HARVESTORE	535492	1/2/1951
CST Industries Inc.	HYDRA FORCE	1928217	10/17/1995
CST Industries Inc.	HYDROTEC	3885168	12/7/2010
CST Industries Inc.	KUO-LON	3142988	9/12/2006
CST Industries Inc.	PERMAGLAS	645932	5/28/1957
CST Industries Inc.	PETROTEC	3885166	12/7/2010
CST Industries Inc.	SEALWELD	2936290	3/29/2005
CST Industries Inc.	SLURRYSTORE	1019228	9/2/1975
CST COVERS Industries, Inc.	STADIAFORM	3237738	5/1/2007
CST Industries Inc.	TECSTORE	2455031	5/29/2001
CST COVERS Industries, Inc.	TEMCOR	876849	9/16/1969
CST Industries Inc.	TRICO BOND EP	2996039	5/28/1957
CST Industries Inc.	CST COVERS	85/609522	4/26/2012
CST Industries Inc.	CST INDUSTRIES	85/176582	11/15/2010
CST Industries Inc.	CST STORAGE	85/176588	11/15/2010
CST Industries Inc.	TALON	85/366314	7/8/2011
CST Industries Inc.	WEAVER RECLAIMER SYSTEMS	85/609509	4/26/2012