

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
HMT LLC		12/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	RBS Citizens Business Capital, a division of RBS Asset Finance, Inc., as Agent		
Street Address:	600 Washington Boulevard		
Internal Address:	11th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	3098790	VAPOR VAULT	
Registration Number:	1963392	ALUMINATOR	
Registration Number:	1456121	UNIDECK	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	8004947512		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	ANDREW NASH		

OP \$90.00 3098790

Signature:	/ANDREW NASH/
Date:	12/04/2013
Total Attachments: 11 source=Trademark IPSA#page2.tif source=Trademark IPSA#page3.tif source=Trademark IPSA#page4.tif source=Trademark IPSA#page5.tif source=Trademark IPSA#page6.tif source=Trademark IPSA#page7.tif source=Trademark IPSA#page8.tif source=Trademark IPSA#page9.tif source=Trademark IPSA#page10.tif source=Trademark IPSA#page11.tif source=Trademark IPSA#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 3, 2013, by and between **HMT LLC**, a limited liability company organized under the laws of the State of Delaware (the "Grantor") and **RBS CITIZENS BUSINESS CAPITAL**, a division of RBS Asset Finance, Inc., as agent (in such capacity, the "Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Loan Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by, among others, (i) the Grantor, (ii) the Lenders from time to time party thereto (each, individually, a "Lender" and, collectively, the "Lenders"), (iii) the Agent, and (iv) RBS Citizens, N.A., as Issuing Bank, pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, the Grantor, among others, has granted to the Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral, as security for the Obligations; and

WHEREAS, the obligations of the Lenders to make Revolving Loans and of the Issuing Bank to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof, pursuant to which the Grantor confirms its grant of security interest provided in the Loan Agreement and further grants to the Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial

Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Agent" shall have the meaning assigned to such term in the preamble of this Agreement.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Grantor" shall have the meaning assigned to such term in the preamble of this Agreement.

"IP Collateral" shall have the meaning assigned to such term in SECTION 2 of this Agreement.

"Lender" and "Lenders" shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

"Loan Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patents" shall mean all patents and applications for patents of the Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and

trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 and 1.3 of the Loan Agreement shall be applicable to this Agreement.

**SECTION 2. Grant of Security Interest.** In furtherance and as confirmation of the security interest granted by the Grantor to the Agent (for the benefit of the Secured Parties) under the Loan Agreement, and as further security for the prompt payment or performance, as the case may be, of all Obligations, the Grantor hereby ratifies such security interest and grants to the Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest in and Lien upon all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights;
- (b) All Patents and;
- (c) All Trademarks;
- (d) All renewals of any of the foregoing;
- (e) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (f) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (g) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(h) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(i) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

Notwithstanding anything contained herein to the contrary, in no event shall the security interest granted under this SECTION 2 include any Excluded Property.

SECTION 3. Grantor's Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, the Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights (to the extent filed with the Copyright Office or any similar office within the United States or any political subdivision thereof) owned by the Grantor as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by the Grantor (to the extent filed with the PTO or any similar office within the United States or any political subdivision thereof) as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks owned by the Grantor (to the extent filed with the PTO or any similar office within the United States or any political subdivision thereof) as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property owned by the Grantor is the subject of any licensing or franchise agreement pursuant to which the Grantor is the licensor or franchisor as of the date hereof.

(e) If, at any time, the Grantor knows, or has reason to know, that any application or registration relating to any Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or the Grantor's right to register the same or to own and maintain the same, to the extent any of the foregoing could reasonably be expected to have a Material Adverse Effect, the Grantor shall give the Agent prompt written notice, with reasonable detail, of such occurrence.

SECTION 4. Agent's Rights. Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and the Loan Agreement shall be coextensive with the Grantor's rights

thereunder and with respect thereto and without any liability for Royalties or other related charges.

SECTION 5. Intent. This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for its own benefit and the benefit of the other Secured Parties, under the Loan Agreement. All provisions of the Loan Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 6. Further Assurances. The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 7. Termination; Release of IP Collateral. Any Lien upon any IP Collateral will be released in accordance with the terms of the Loan Agreement. Except for those provisions which expressly survive the termination thereof, and subject to Section 4.6 of the Loan Agreement, this Agreement and the security interest granted herein shall terminate when there has occurred a Full Payment of the Obligations. Promptly following the termination hereof or the release of any Lien upon any IP Collateral in accordance with the terms hereof and of the Loan Agreement, the Agent shall execute and deliver to the Grantor, at the Grantor's expense, all UCC termination or amendment statements, releases and similar documents that the Grantor shall reasonably request to evidence such termination or release, in each case in form and substance reasonably satisfactory to the Agent; provided, however, that the Loan Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of the Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Agent or any other Secured Party

SECTION 8. Choice of Laws. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO

NATIONAL BANKS AND TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

SECTION 9. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one instrument. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page hereto by telecopy or electronic mail shall be effective as delivery of a manually executed counterparty of such agreement.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

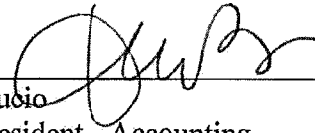
**GRANTOR:**

**HMT LLC**

By: \_\_\_\_\_

Name: Janie Budio

Title: Vice President - Accounting

A handwritten signature in black ink, appearing to read 'Janie Budio', is written over a horizontal line. The signature is cursive and somewhat stylized.

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005177 FRAME: 0052**

**AGENT:**

**RBS CITIZENS BUSINESS CAPITAL**, a  
division of RBS Asset Finance, Inc.

By: 

Name: Brian J. Baker

Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005177 FRAME: 0053**

**EXHIBIT A**

**List of Copyrights**

**Copyright Registrations**

<u>Grantor</u>	<u>Title</u>	<u>Publication Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
HMT Inc.	HMT Tank Management Database, v.1	04/18/1995	TX0003673741	09/18/1995

Exhibit A to Intellectual Property Security Agreement

**EXHIBIT B**

**List of Patents**

**Patent Registrations**

<u>Owner</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Patent Issue Date/Application Date</u>
HMT LLC	Low Profile Secondary Seal	09/216,593	6,247,607	06/19/2001
HMT LLC	Full Contact Floating Roof	11/286,791	7,240,804	07/10/2007
HMT LLC	Welded full contact floating roof and method	13/929,191		06/27/2013 (w/priority dated 03/06/2008)

Exhibit B to Intellectual Property Security Agreement

**EXHIBIT C**

**List of Trademarks**

**Trademark Registrations**

<u>Registered Owner of Trademark</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
HMT LLC	VAPOR VAULT	USA	78240725	3098790	05/30/2006
HMT LLC	ALUMINATOR	USA	74669522	1963392	03/19/1996
HMT LLC	UNIDECK	USA	73643852	1456121	09/08/1987

Exhibit C to Intellectual Property Security Agreement