\$240.00 4568450

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM387582

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bulk Tank, Inc.		05/20/2016	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	Bulk Tank Holdings LLC	
Street Address:	8000 Maryland, Suite 1200	
Internal Address:	c/o Sage Capital	
City:	Saint Louis	
State/Country:	MISSOURI	
Postal Code:	63105	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark	
Registration Number:	4568450	ALLOMAXX	
Registration Number:	4609944	BLACKMAXX	
Registration Number:	4161469	CRITTER STOPPER	
Registration Number:	4440399	DURAIRON	
Registration Number:	4254157	MAXXLIFE	
Registration Number:	4298343	SANDHOG	
Registration Number:	3960850	SIPHONFLOW	
Registration Number:	3873381	SPINFLOW	
Serial Number:	76716266	EASYACCESS B.T.I. MULTI-ANGLE BUTTERFLY	

CORRESPONDENCE DATA

Fax Number: 3146127697

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3144447697

Email: sgeisen@lewisrice.com

Correspondent Name: Sara L. Geisen

Address Line 1: 600 Washington Avenue

Address Line 2: Suite 2500

Address Line 4: Saint Louis, MISSOURI 63101

TRADEMARK REEL: 005812 FRAME: 0154

900367601

NAME OF SUBMITTER:	/Sara L. Geisen/			
SIGNATURE:	/Sara L. Geisen/			
DATE SIGNED:	06/13/2016			
Total Attachments: 5				
source=SageBulk_Tank NPA Trademark Security Agreeme#page1.tif				
source=SageBulk_Tank NPA Trademark Security Agreeme#page2.tif				
source=SageBulk_Tank NPA Trademark Security Agreeme#page3.tif				

source=Sage_-Bulk_Tank NPA Trademark Security Agreeme#page4.tif source=Sage_-Bulk_Tank NPA Trademark Security Agreeme#page5.tif

TRADEMARK REEL: 005812 FRAME: 0155

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), is dated as of May 20, 2016, and is by Bulk Tank, Inc., a Missouri corporation ("<u>Grantor</u>"), in favor of Bulk Tank Holdings LLC, a Delaware limited liability company ("<u>Lender</u>").

RECITALS

- A. Grantor, as borrower, and Lender have 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"), pursuant to which Lender has agreed to make loans to Grantor.
- B. Pursuant to the Note Purchase Agreement, Grantor is required to execute and deliver to Lender this Agreement.
- C. Pursuant to the terms of that certain Security Agreement of even date herewith and executed by Grantor in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Assets), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein, in the Note Purchase Agreement and in the Security Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Assets) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> attached hereto and incorporated herein, 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, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, 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 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

TRADEMARK
REEL: 005812 FRAME: 0156

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

2

Bulk Tank, Inc., a Missouri corporation

By:
Print Name: Andrew Boyer
Title: President

Acknowledged:

Bulk Tank Holdings LLC, a Delaware limited liability company

By:
Print Name: Wesley M. Jones

Title: Manager

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized

SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT OF BULK TANK, INC.

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

Bulk Tank, Inc., a Missouri corporation	
By:	

Acknowledged:

Bulk Tank Holdings LLC, a Delaware limited liability company

Title: Manager

SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT OF BULK TANK, INC.

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

TRADEMARK	SER. NO./ Reg. No.	DATE FILED/ISSUED	STATUS
ALLOMAXX	Reg. No.	Issued:	5° yr. Affidavit due:
	4,568,450	July 15, 2014	July 15, 2019
BLACKMAXX	Reg. No.	Issued:	5th yr. Affidavit due:
	4,609,944	Sept. 23, 2014	Sept. 23, 2019
CRITTER STOPPER	Reg. No.	Issued:	5° yr. Affidavit due:
	4,161,469	June 19, 2012	June 19, 2017
DURAIRON	Reg. No.	Issued:	5th yr. Affidavit due
	4,440,399	Nov. 26, 2013	Nov. 26, 2018
EASYACCESS + Design	App. No.	Filed:	Statement of Use Being
	76/716,266	April 28, 2014	Processed
MAXXLIFE	Reg. No.	Issued:	5th yr Affidavit due:
	4,254,157	December 4, 2012	December 4, 2017
SANDHOG	Reg. No.	Issued:	5th yr Affidavit due:
	4,298,343	March 5, 2013	March 5, 2018
SIPHONFLOW	Reg. No.	Issued:	5th yr. Affidavit due
	3,960,850	May 17, 2011	May 17, 2016
SPINFLOW	Reg. No.	Issued:	5 ^a Year Affidavit Being
	3,873,381	November 9, 2010	Processed

S1 - 1

RECORDED: 06/13/2016

TRADEMARK REEL: 005812 FRAME: 0160