

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CST POWER AND CONSTRUCTION, INC.		06/16/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BNP PARIBAS, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2490825	ALUMADOME	
Registration Number:	2490826	ALUMAVault	
Registration Number:	2274138	CONSERVATEK	
Registration Number:	0951683	CRYSTOGON	
Registration Number:	0876849	TEMCOR	
CORRESPONDENCE DATA			
Fax Number:	2125415369		
<i>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.</i>			
Phone:	2124085113		
Email:	nyipdocket@nortonrosefulbright.com, galina.kirman@nortonrosefulbright.com, matty.pena@nortonrosefulbright.com		
Correspondent Name:	Galina Kirman, Esq.		
Address Line 1:	Norton Rose Fulbright US LLP		
Address Line 2:	1301 Avenue of the Americas		
Address Line 4:	NEW YORK, NEW YORK 10019		
NAME OF SUBMITTER:	Galina Kirman		
SIGNATURE:	/Galina Kirman/		
DATE SIGNED:	08/07/2017		

CH \$140.00 2490825

Total Attachments: 14

source=CST - Grant of Trademark Security Interest (Industries)#page1.tif

source=CST - Grant of Trademark Security Interest (Industries)#page2.tif

source=CST - Grant of Trademark Security Interest (Industries)#page3.tif

source=CST - Grant of Trademark Security Interest (Industries)#page4.tif

source=CST - Grant of Trademark Security Interest (Industries)#page5.tif

source=CST - Grant of Trademark Security Interest (Industries)#page6.tif

source=CST - Grant of Trademark Security Interest (Industries)#page7.tif

source=CST - Grant of Trademark Security Interest (Industries)#page8.tif

source=CST - Grant of Trademark Security Interest (Industries)#page9.tif

source=CST - Grant of Trademark Security Interest (Industries)#page10.tif

source=CST - Grant of Trademark Security Interest (Industries)#page11.tif

source=CST - Grant of Trademark Security Interest (Industries)#page12.tif

source=CST - Grant of Trademark Security Interest (Industries)#page13.tif

source=CST - Grant of Trademark Security Interest (Industries)#page14.tif

GRANT OF TRADEMARK SECURITY INTEREST

June 16, 2017

WHEREAS, CST INDUSTRIES, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, has entered into a Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of June 16, 2017 (said Senior Secured, Super-Priority Debtor-in-Possession 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 Grantor; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 16, 2017 (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 Grantor, Secured Party and the other grantors named therein, Grantor has 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 Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor 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 Grantor, 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 Grantor's 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 thereof are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CST INDUSTRIES, INC.

By: _____

Name: Chris Bridgnell

Title: Chief Financial Officer

[Signature Page to Grant of Trademark Security Interest (CST Industries, Inc.)]

TRADEMARK
REEL: 006124 FRAME: 0267

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

Trademark	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
EDGECOAT II	Allowed	87/152,560	8/26/2016			CST Industries, Inc.
TECTANK FP	Allowed	87/137,204	8/12/2016			CST Industries, Inc.
HARVESTORE XL	Common Law					CST Industries, Inc.
HYDRATECMB	Common Law					CST Industries, Inc.
NUTRISTORE	Common Law					CST Industries, Inc.
OPTIBOND	Common Law					CST Industries, Inc.
VITRIUM	Common Law					CST Industries, Inc.
VULCAN	Common Law					CST Industries, Inc.

Trademark	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
CST INDUSTRIES	Published	831028726	5/13/2011			CST Industries, Inc.
VULCAN TANK	Published	013483391	11/21/2014			CST Industries, Inc.
CST INDUSTRIES	Registered	1085265	5/13/2011	1085265	5/13/2011	CST Industries, Inc.
HARVESTORE	Registered	138083	7/22/1958	B138083	7/22/1958	CST Industries, Inc.
OPTIDOME	Registered	1150101	1/23/2013	1150101	1/23/2013	CST Industries, Inc.
TECSTORE	Registered	1166379	3/16/2007	1166379	10/29/2007	CST Industries, Inc.
HARVESTORE	Registered	AM137/60	1/26/1960	43054	3/7/1960	CST Industries, Inc.
HARVESTORE	Registered	561978	11/19/1971	079395	11/19/1971	CST Industries, Inc.
OPTIDOME	Registered	840401566	1/24/2013	840401566	12/15/2015	CST Industries, Inc.

Trademark	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
ALLIANCE	Registered	1079728	10/23/2000	555538	12/17/2001	CST Industries, Inc.
AQUASTORE	Registered	465824	2/19/1981	265002	12/11/1981	CST Industries, Inc.
ARM ADVANCE SENTRY AND DESIGN	Registered	1082131	11/9/2000	571651	12/4/2002	CST Industries, Inc.
EDGECOAT AND DESIGN	Registered	1082170	11/9/2000	575285	2/10/2003	CST Industries, Inc.
GOLIATH	Registered	1082172	11/9/2000	554856	12/3/2001	CST Industries, Inc.
HARVESTORE	Registered	262432	4/17/1961	126948	6/22/1962	CST Industries, Inc.
HYDRA FORCE	Registered	1082173	11/9/2000	573629	1/15/2003	CST Industries, Inc.
KUO-LON	Registered	1211483	3/29/2004	636535	3/31/2005	CST Industries, Inc.
OPTIDOME	Registered	1610940	1/22/2013	918571	10/28/2015	CST Industries, Inc.

Trademark	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
PERMAGLAS	Registered	191126	5/30/1946	024336	5/30/1946	CST Industries, Inc.
SILOS LOGO (BLACK AND WHITE)	Registered	1667486	3/12/2014	920452	11/17/2015	CST Industries, Inc.
SLURRYSTORE	Registered	407282	2/11/1977	227348	4/21/1978	CST Industries, Inc.
STORAGEPRO	Registered	1077027	10/2/2000	600005	1/20/2004	CST Industries, Inc.
TECSTORE	Registered	1082174	11/9/2000	573311	1/9/2003	CST Industries, Inc.
TRICO BOND EP	Registered	1211487	3/29/2004	667662	7/14/2006	CST Industries, Inc.
OPTIDOME	Registered	1150101	1/23/2013	1150101	1/23/2013	CST Industries, Inc.
HARVESTORE	Registered	VA196000256	1/26/1960	VR196000743	3/26/1970	CST Industries, Inc.
CST INDUSTRIES	Registered	1085265	5/13/2011	1085265	5/13/2011	CST Industries, Inc.

Trademark	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
OPTIDOME	Registered	1150101	1/23/2013	1150101	1/23/2013	CST Industries, Inc.
AQUASTORE	Registered	2486652	12/3/2001	2486652	5/22/2003	CST Industries, Inc.
CST INDUSTRIES	Registered	1085265	5/13/2011	1085265	6/13/2012	CST Industries, Inc.
OPTIDOME	Registered	1150101	1/23/2013	1150101	1/23/2013	CST Industries, Inc.
PERMAGLAS	Registered	002584712	2/19/2002	002584712	8/7/2003	CST Industries, Inc.
TRICO BOND EP	Registered	3902491	6/25/2004	3902491	10/21/2005	CST Industries, Inc.
HARVESTORE	Registered	731123	2/12/1960	1298588	2/12/1960	CST Industries, Inc.
HARVESTORE	Registered	731123	2/12/1960	1298588	2/12/1960	CST Industries, Inc.
HARVESTORE	Registered	S10330/37Wz	4/28/1959	737011	4/28/1959	CST Industries, Inc.

Trademark	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
CST INDUSTRIES	Registered	2143919	5/13/2011	2143919	3/12/2014	CST Industries, Inc.
OPTIDOME	Registered	2468309	1/29/2013	2468309	10/27/2015	CST Industries, Inc.
CST INDUSTRIES	Registered	1085265	5/13/2011	1085265	5/13/2011	CST Industries, Inc.
OPTIDOME	Registered	1150101	1/23/2013	1150101	1/23/2013	CST Industries, Inc.
HARVESTORE	Registered	3753C/00	1/15/1960	00907592	9/20/1961	CST Industries, Inc.
CST INDUSTRIES	Registered	1085265	5/13/2011	1085265	10/5/2012	CST Industries, Inc.
OPTIDOME	Registered	1150101	1/23/2013	1150101	8/15/2013	CST Industries, Inc.
CST INDUSTRIES	Registered	1085265	5/13/2011	8-5-2012-002948708	9/27/2012	CST Industries, Inc.
OPTIDOME	Registered	1150101	1/23/2013	8-5-2013-004051537	12/3/2013	CST Industries, Inc.

Trademark	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
AQUASTORE & DESIGN	Registered	237850	7/19/1995	530554	9/11/1996	CST Industries, Inc.
CST INDUSTRIES	Registered	1691458	12/11/2015	1729702	3/8/2017	CST Industries, Inc.
OPTIDOME	Registered	1341998	1/23/2013	1445610	4/1/2014	CST Industries, Inc.
AQUASTORE	Registered	746804	4/24/2006	746804	9/13/2007	CST Industries, Inc.
TECSTORE	Registered	765191	3/16/2007	765191	9/20/2007	CST Industries, Inc.
CST INDUSTRIES	Registered	T1111114H	5/13/2011	T1111114H	6/6/2012	CST Industries, Inc.
OPTIDOME	Registered	1150101	1/23/2013	1150101	1/23/2013	CST Industries, Inc.
HARVESTORE	Registered	89692	6/10/1960	89692	6/10/1960	CST Industries, Inc.
HARVESTORE	Registered	2243	5/26/1959	P-299803	5/26/1959	CST Industries, Inc.

Trademark	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
HARVESTORE	Registered			885649	10/15/1965	CST Industries, Inc.
HARVESTORE	Registered			997100	8/17/1972	CST Industries, Inc.
ALLIANCE	Registered	74/462,396	11/23/1993	1896781	5/30/1995	CST Industries, Inc.
AQUASTORE & DESIGN	Registered	73/212,722	4/23/1979	1166363	8/25/1981	CST Industries, Inc.
ARM ADVANCE SENTRY & DESIGN	Registered	74/596,546	11/8/1994	1928218	10/17/1995	CST Industries, Inc.
BULKTEC	Registered	77/897,961	12/21/2009	3885167	12/7/2010	CST Industries, Inc.
COLUMBIAN STEEL TANK COMPANY	Registered	86/333,220	7/10/2014	4695368	3/3/2015	CST Industries, Inc.
COLUMBIAN TECTANK	Registered	86/333,213	7/10/2014	4688536	2/17/2015	CST Industries, Inc.
CST COVERS	Registered	85/609,522	4/26/2012	4263859	12/25/2012	CST Industries, Inc.

Trademark	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
CST INDUSTRIES	Registered	85/176,582	11/15/2010	4180146	7/24/2012	CST Industries, Inc.
CST STORAGE	Registered	85/176,588	11/15/2010	4180147	7/24/2012	CST Industries, Inc.
EDGECOAT DESIGN	Registered	75/132,185	6/26/1996	2164537	6/9/1998	CST Industries, Inc.
GLASS 97	Registered	75/259,525	3/18/1997	2220880	1/26/1999	CST Industries, Inc.
GOLIATH	Registered	85/693,656	8/2/2012	4309003	3/26/2013	CST Industries, Inc.
HARVESTORE	Registered	71/514,725	12/23/1946	535492	1/2/1951	CST Industries, Inc.
HERCULES	Registered	85/693,648	8/2/2012	4390826	8/27/2013	CST Industries, Inc.
HYDRA FORCE	Registered	74/596,544	11/8/1994	1928217	10/17/1995	CST Industries, Inc.
HYDROTEC	Registered	77/897,967	12/21/2009	3885168	12/7/2010	CST Industries, Inc.

Trademark	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
OPTIDOME	Registered	85/803,425	12/14/2012	4685219	2/10/2015	CST Industries, Inc.
PETROTEC	Registered	77/897,956	12/21/2009	3885166	12/7/2010	CST Industries, Inc.
SILOS LOGO (BLACK AND WHITE)	Registered	86/217,100	3/11/2014	4636292	11/11/2014	CST Industries, Inc.
SLURRYSTORE	Registered	023816	6/10/1974	1019228	9/2/1975	CST Industries, Inc.
TALON	Registered	85/366,314	7/8/2011	4222898	10/9/2012	CST Industries, Inc.
TECSTORE	Registered	75/926,737	2/23/2000	2455031	5/29/2001	CST Industries, Inc.
TRICO BOND EP	Registered	78/386,154	3/17/2004	2996039	9/13/2005	CST Industries, Inc.
WEAVER RECLAIMER SYSTEMS	Registered	85/609,509	4/26/2012	4263857	12/25/2012	CST Industries, Inc.
CST INDUSTRIES	Registered	1085265	5/13/2011	1085265	5/13/2011	CST Industries, Inc.

Trademark	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
OPTIDOME	Registered	1150101	1/23/2013	1150101	1/23/2013	CST Industries, Inc.

TRADEMARK

REEL: 006124 FRAME: 0278

RECORDED: 08/07/2017

Schedule A-11

78457189_2