

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CST Acquisition Corp.		12/22/2017	Corporation: DELAWARE
Solace CST, LLC		12/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACF Finco I LP		
Street Address:	580 White Plains Road, Suite 600		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	87152560	EDGECOAT II	
Serial Number:	87137204	TECTANK FP	
Registration Number:	1896781	ALLIANCE	
Registration Number:	2490825	ALUMADOME	
Registration Number:	2490826	ALUMAVault	
Registration Number:	1166363	AQUASTORE	
Registration Number:	1928218	ARM ADVANCE SENTRY	
Registration Number:	3885167	BULKTEC	
Registration Number:	4695368	COLUMBIAN STEEL TANK COMPANY	
Registration Number:	4688536	COLUMBIAN TECTANK	
Registration Number:	2274138	CONSERVATEK	
Registration Number:	0951683	CRYSTOGON	
Registration Number:	4263859	CST COVERS	
Registration Number:	4180146	CST INDUSTRIES	
Registration Number:	4180147	CST STORAGE	
Registration Number:	2164537	EDGECOAT	
Registration Number:	2220880	GLASS 97	
Registration Number:	4309003	GOLIATH	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	0535492	HARVESTORE
Registration Number:	4390826	HERCULES
Registration Number:	1928217	HYDRA FORCE
Registration Number:	3885168	HYDROTEC
Registration Number:	4685219	OPTIDOME
Registration Number:	3885166	PETROTEC
Registration Number:	4636292	
Registration Number:	1019228	SLURRYSTORE
Registration Number:	4222898	TALON
Registration Number:	2455031	TECSTORE
Registration Number:	0876849	TEMCOR
Registration Number:	2996039	TRICO BOND EP
Registration Number:	4263857	WEAVER RECLAIMER SYSTEMS
Registration Number:	0645932	PERMAGLAS
Serial Number:	87137090	OPTIEDGE

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	003279.04.0059
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	01/19/2018

Total Attachments: 25

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TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This **TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 22, 2017 is made between **CST ACQUISITION CORP.**, a Delaware corporation, and **SOLACE CST, LLC**, a Delaware limited liability company (individually and collectively, “**Assignor**”), and **ACF FINCO I LP**, a Delaware limited partnership (“**Lender**”).

RECITALS:

CST Acquisition Corp., a Delaware corporation, has executed and delivered to Lender a Loan and Security Agreement dated on the date hereof (the “**Loan Agreement**”), a Revolving Credit Note dated on or about the date hereof, one or more Term Notes dated on or about the date hereof (collectively with the Loan Agreement and each and every document, instrument or agreement executed and/or delivered to Lender in connection therewith, as the same may be modified, amended, restated or replaced from time to time, to be referred the “**Loan Documents**”). Pursuant to the Loan Documents Lender is extending certain credit (the “**Loans**”) to Assignor and Assignor is required to grant to Lender a security interest in and to, and to assign to Lender, substantially all of Assignor’s personal property, including but not limited to all trademarks of Assignor. Assignor possesses one or more trademarks used in connection with its business and Lender is unwilling to extend the Loans to Assignor unless it receives this Agreement.

AGREEMENT:

SECTION 1. Definitions. Unless defined in the Recitals, above, in the body of this Agreement, or in the Exhibits hereto, capitalized terms have the meanings given to such terms in the Loan Agreement.

SECTION 2. Grant of Assignment and Security Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Lender, Assignor does hereby assign to Lender, and mortgage, pledge and hypothecate to Lender, and grant to Lender for its benefit, first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by Assignor (the “**Trademark Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in **Exhibit A** attached hereto;

(b) all extensions, renewals and reexaminations of any of the items described in **paragraph (a)**, immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **paragraphs (a) and (b)**, above;

(d) all trademark licenses, including each trademark license referred to in **Exhibit B** attached hereto; and

(e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of Assignor to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in **Exhibit A** attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license referred to in **Exhibit B** attached hereto, and all rights corresponding thereto throughout the world.

The security interests and rights granted to Lender hereby have been granted as a supplement to, and not in limitation of, the security interests granted to Lender for its benefit under the Loan Agreement. The Loan Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Perfection. Assignor acknowledges and agrees that this Agreement has been executed and delivered by Assignor for the purpose of registering the security interests of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. Assignor further agrees that it will execute and deliver to Lender such security agreements, assignments, and other documents and instruments as Lender may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Lender hereby. Assignor shall use commercially reasonable efforts to cooperate with Lender in obtaining appropriate waivers or subordinations of interests from any third parties in any Trademark Collateral as may be required by Lender in Lender's Permitted Discretion. Assignor authorizes Lender to execute alone any financing statements or other documents or instruments that Lender may require to perfect, protect or establish any lien or security interest granted to Lender by Assignor hereunder and further authorizes Lender to sign Assignor's name on the same and/or to file or record the same without Assignor's signature thereon. Assignor hereby appoints Lender as its attorney in fact to execute and deliver notices of lien, financing statements, assignments, and any other documents, notices, and agreements necessary for the perfection of Lender's security interests in the Trademark Collateral. The powers granted to Lender herein, being coupled with an interest, are irrevocable until payment in full of the Obligations, and Assignor approves and ratifies all acts of the attorney-in-fact. In acting in accordance with the terms of this Agreement, Lender shall not be liable for any act or omission, error in judgment or mistake of law except for Lender's gross negligence or willful misconduct. Assignor agrees to pay the costs of the continuation of Lender's security interests and releases or assignments of Lender's interests granted herein.

SECTION 4. Representations and Warranties; Covenants. Assignor represents, warrants and covenants to Lender, and shall be deemed to continually do so, as long as this Agreement shall remain in force, that:

(a) Assignor has good and marketable title to the Trademark Collateral as sole owner thereof. There are no existing liens on or other security interests in or to any Trademark Collateral, except for liens and security interests in favor of Lender and Permitted Liens;

(b) Neither Assignor's execution nor delivery of this Agreement constitutes a breach of, or a default under, any agreement, undertaking or instrument to which Assignor is a party or by which it or any of the Trademark Collateral may be affected, or would result in the imposition of any lien or other encumbrance on any Trademark Collateral;

(c) During the term of this Agreement Assignor shall continually take such steps as are necessary to protect the interests of Lender in the Trademark Collateral granted hereunder including, but not limited to, the following:

(i) Maintain books and records relating to the Trademark Collateral in accordance with the Loan Documents;

(ii) Maintain the Trademark Collateral and the books and records relating to the Trademark Collateral in accordance with the Loan Documents;

(iii) Execute and deliver to Lender such other and further documentation necessary to evidence, effectuate or perfect Lender's security interests in and to the Trademark Collateral;

(iv) Keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for the security interests of Lender pursuant to the terms hereof, and Permitted Liens;

(v) Neither directly nor indirectly sell, transfer hypothecate or otherwise dispose of the Trademark Collateral or any interest therein, in bulk or otherwise other than for Permitted Dispositions, or grant any Person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or grant any rights in or to the Trademark Collateral other than rights to use the Trademark Collateral as described in **Exhibit B** attached hereto, the security interests in the Trademark Collateral granted to Lender pursuant to the terms hereof, and Permitted Liens.

SECTION 5. Events Of Default. Any of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

(a) the occurrence of any "Event of Default" under any of the Loan Documents (as defined in the Loan Documents); or

(b) the failure of Assignor to perform or comply with any provision of this Agreement and the continuance of such failure beyond any applicable grace and/or notice period provided for herein, if any.

SECTION 6. Preservation of Trademark Collateral. Assignor agrees that Lender shall not have any obligation to preserve rights to any Trademark Collateral against prior parties or to marshal any Trademark Collateral of any kind for the benefit of any other creditor of Assignor or any other Person. After the occurrence of an Event of Default, Lender is hereby granted a license or other right to use, without charge, Assignor's labels, trademarks, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Trademark Collateral, in advertising for sale, lease or license of and selling, leasing or licensing of any Trademark Collateral and Assignor's rights under all licenses and any franchise, sales or distribution agreements shall inure to Lender's benefit for such purposes.

SECTION 7. Rights and Remedies on Default.

(a) Upon the occurrence of any Event of Default, Lender shall have, in addition to all other rights and remedies of Lender under this Agreement (i) all rights and remedies granted to a Secured party in the UCC, and (ii) all rights and remedies with respect to Collateral granted to Lender under the other Loan Documents, and (iii) all rights and remedies of Lender with respect to the Collateral available under applicable law.

(b) Lender shall not be responsible to Assignor for loss or damage resulting from Lender's failure to enforce or collect any Trademark Collateral or any monies due or to become due under any liability of Assignor to Lender.

(c) After an Event of Default, Lender may, but shall be under no obligation to: (i) notify any party that the Trademark Collateral, or any part thereof, has been assigned to Lender; (ii) take control of any cash or non-cash proceeds of any item of the Trademark Collateral; (iii) compromise, extend or renew any Trademark Collateral, or any document or instrument relating thereto, or deal with the same as it may deem advisable; and (iv) make exchanges, substitutions or surrender of items comprising the Trademark Collateral.

SECTION 8. Expense of Collection and Sale, Lease or License. Assignor agrees to pay all costs and expenses incurred by Lender in accordance with the Loan Documents.

SECTION 9. Compliance with Other Laws. Lender may comply with the requirements of any applicable law in connection with a sale, lease, license or other disposition of the Trademark

Collateral, and Assignor hereby acknowledges and agrees that Lender's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

SECTION 10. Warranties on Disposition. Upon the occurrence of an Event of Default, Lender may sell, lease, license or otherwise dispose of the Trademark Collateral without giving any warranties. Lender may specifically disclaim any warranties of title or the like. Assignor hereby acknowledges and agrees this procedure will not be considered to adversely affect the commercial reasonableness of any sale, lease or license of the Trademark Collateral.

SECTION 11. Waiver of Rights by Assignor. Except as may be otherwise specifically provided herein, Assignor waives, to the extent permitted by law, any bonds, security or sureties required by any statute, rule or otherwise by law as an incident to any taking of possession by Lender of any Trademark Collateral.

SECTION 12. Release of Security Interests. Upon final payment in cash and performance of all Obligations in full, Lender shall, at Assignor's expense, execute and deliver to Assignor all instruments and other documents as may be necessary to release Lender's liens on and security interests in and to the Trademark Collateral that have been granted to Lender hereunder.

SECTION 13. General Provisions.

(a) Construction if Multiple Assignors. If this Agreement is executed by two (2) or more Persons as Assignor, each of the undersigned executing this Agreement as Assignor acknowledges and agrees that:

(i) the obligations, duties and liabilities of Assignor under this Agreement are joint and several obligations of each of the undersigned, and the term "Assignor" shall include each of the undersigned individually as well as all of the undersigned collectively. Each of undersigned expressly represents that it is part of a common enterprise and that any financial accommodations by Lender under the other Loan Documents are and will be of direct and indirect interest, benefit and advantage to the undersigned;

(ii) to the fullest extent permitted by applicable law, the obligations, duties and liabilities of the undersigned under this Agreement shall not be affected by (A) the failure of Lender to assert any claim or demand or to enforce or exercise any right or remedy against any of the undersigned under the provisions of this Agreement, any other Loan Document or otherwise, (B) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of this Agreement or any other Loan Document, or (C) the failure to perfect any security interest in, or the release of, any of the Trademark Collateral or other security held by or on behalf of Lender;

(iii) the obligations, duties and liabilities of the undersigned under this Agreement shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the final and indefeasible payment in cash and performance of the Obligations in full), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations, duties and liabilities of the undersigned under this Agreement shall not be discharged or impaired or otherwise affected by the failure of Lender to assert any claim or demand or to enforce any remedy under this Agreement, any other Loan Document or any other agreement, by any waiver or modification of any provision of any of the foregoing, any default, failure or delay, willful or otherwise, in the performance of any of the obligations, duties and liabilities under this Agreement or any other Loan Document, or by any other act or omission that may or might in any manner or to any extent vary the risk of any of the undersigned or that would otherwise operate as a discharge of the undersigned as a matter of law or equity (other than the final and indefeasible payment in cash and performance in full of all the Obligations); and

(iv) To the fullest extent permitted by applicable law, each of the undersigned waives any defense based on or arising out of any defense of the undersigned or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other of the undersigned, other than the final and indefeasible payment in cash and performance in full of all the Obligations and the termination of Lender's commitment to make Loans under the Loan Documents. Lender may, at its election, foreclose on any security held by one or more of the undersigned by one or more judicial or non-judicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any other of the undersigned, or exercise any other right or remedy available to it against any other of the undersigned, without affecting or impairing in any way the obligations, duties and liabilities of the undersigned under this Agreement except to the extent that all the Obligations have been finally and indefeasibly paid in cash and performed in full and Lender's commitment to make Loans has been terminated. Each of the undersigned waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of the undersigned against any other of the undersigned, as the case may be, or any security.

(b) Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement and the other Loan Documents.

(c) Waivers. Assignor expressly waives notice of nonpayment, demand, presentment, protest or notice of protest in relation to the Loan Documents or the Trademark Collateral. No delay or omission of Lender in exercising or enforcing any of its rights, powers, privileges, options or remedies under this Agreement shall constitute a waiver thereof, and no waiver by Lender of any default by Assignor shall operate as a waiver of any other default.

(d) Remedies Not Exclusive. All rights and remedies of Lender under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other collateral guaranty, right or remedy and may be exercised by Lender at such time or times and in such order as Lender, in its sole and absolute discretion, may determine, and are for the sole benefit of Lender. The exercise or failure to exercise by Lender of such rights and remedies shall not result in liability to Assignor or others except in the event of gross negligence or willful misconduct by Lender, and in no event shall Lender be liable for more than it actually receives as a result of the exercise or failure to exercise such rights and remedies.

(e) Successors and Assigns. This Agreement is entered into for the benefit of the parties hereto and their successors and assigns. It shall be binding upon and shall inure to the benefit of such parties, their successors and assigns. Lender shall have the right to assign this Agreement and the Liens granted herein in accordance with the Loan Agreement.

(f) Notices. Wherever this Agreement provides for notice to any party (except as expressly provided to the contrary), it shall be given by messenger, facsimile, certified U.S. mail with return receipt requested, or nationally recognized overnight courier with receipt requested, effective when received by the party to whom addressed, and shall be addressed as follows, or to such other address as the party affected may hereafter designate:

If to Lender:

ACF FinCo I LP
Attn: John P Reilly, Vice President
580 White Plains Road, Suite 610
Tarrytown, NY 10591
Tel: (914) 418-1200 (ext. 208)
Fax: (914) 921-1154

ACF FinCo I LP
Attn: Oleh Szczupak, Vice President
580 White Plains Road, Suite 610
Tarrytown, NY 10591
Tel: (914) 418-1200 (ext. 216)
Fax: (914) 921-1154

With a copy to:

Morgan, Lewis & Bockius LLP
Attn: J. Michael Jack, Esq.
300 S. Grand Avenue, Suite 2200
Los Angeles, CA 90071-3132
Tel: (213) 612-2500
Fax: (213) 6123-2501

If to Assignor:

CST Industries, Inc.
c/o Solace CST, LLC
11111 Santa Monica Boulevard, Suite 1275
Los Angeles, CA 90025
Attn: Christopher S. Brothers
Tel: (310) 919-5410

With a copy to:

Blank Rome LLP
2029 Century Park East, 6th Floor
Los Angeles, CA 90067
Attn: Mark Greenfield
Tel: (310) 239.3481
Fax: (424) 239-3437

(g) Strict Performance. The failure, at any time or times hereafter, to require strict performance by Assignor of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of any Default or Event of Default by Assignor under this Agreement or any other Person under any other Loan Document shall not suspend, waive or affect any other Default or Event of Default under this Agreement or any other Loan Document, whether the same is prior or subsequent thereto and whether of the same or a different type.

(h) Construction of Agreement. The parties hereto agree that the terms and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no prescription that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided mutually without regard to events of authorship or negotiation.

(i) WAIVER OF RIGHT TO JURY TRIAL. Assignor and Lender recognize that in matters related to the Loans, this Agreement and/or the other Loan Documents, and as each may be subsequently modified and/or amended, either party may be entitled to a trial in which matters of fact are determined by a jury (as opposed to a trial in which such matters are determined by a judge, magistrate, referee or other elected or appointed decider of facts). By executing this Agreement, Lender and Assignor will give up their respective right to a trial by jury. Each Assignor and Lender each hereby expressly acknowledges that this waiver is entered into to avoid delays, minimize trial expenses, and streamline the legal proceedings in order to accomplish a quick resolution of claims arising under or in connection with this Agreement, the other Loan Documents, the Loan(s), the Note(s) and the transactions contemplated by this Agreement.

(i) WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH ASSIGNOR AND LENDER HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, THE OBLIGATIONS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR EITHER PARTY'S ACTIONS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. EACH ASSIGNOR AND LENDER ACKNOWLEDGES THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.

(ii) Judicial Reference.

(A) The parties prefer that any dispute between them be resolved in litigation subject to a Jury Trial Waiver as set forth in clause (i) above, but the California Supreme Court has held that such pre-dispute jury trial waivers are unenforceable. This Section will be applicable until: (1) the California Supreme Court holds that a pre-dispute jury trial waiver provision similar to that contained in clause (i) above is valid or enforceable; or (2) the California Legislature passes legislation and the governor of the State of California signs into law a statute authorizing pre-dispute jury trial waivers and as a result such waivers become enforceable.

(B) Other than the exercise of provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Venue for the reference proceeding will be in the Superior Court or Federal District Court in Los Angeles County, California (the "Court").

(C) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. The referee shall be appointed to sit with all the powers provided by law. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.

(D) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (1) set the matter for a status and trial-setting conference within forty-five (45) days after the date of selection of the referee, (2) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (3) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(E) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be

entitled to "priority" in conducting discovery, depositions may be taken by either party upon ten (10) days written notice, and all other discovery shall be responded to within twenty (20) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(F) Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(G) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision pursuant to CCP Section 644 the referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The final judgment or order or from any appealable decision or order entered by the referee shall be fully appealable as provided by law. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(H) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act Section 1280 through Section 1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(iii) CERTIFICATIONS. EACH GUARANTOR HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE NOR AGENT OF LENDER NOR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT LENDER WOULD NOT, IN THE EVENT OF ANY LITIGATION, ACTION SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER. EACH GUARANTOR ACKNOWLEDGES THAT LENDER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATION HEREIN.

(j) GOVERNING LAW; CONSENT TO JURISDICTION.

(i) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAW OF THE STATE OF CALIFORNIA

WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD RESULT IN A GOVERNING LAW OTHER THAN THE LAW OF THE STATE OF CALIFORNIA. TO THE FULLEST EXTENT PERMITTED BY LAW, LENDER AND ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT.

(ii) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR ANY ASSIGNOR ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN THE SOLE OPTION OF LENDER IN ANY FEDERAL OR STATE COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA; HOWEVER, LENDER MAY, AT ITS OPTION, COMMENCE ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION TO OBTAIN POSSESSION OF OR FORECLOSE UPON ANY COLLATERAL, TO OBTAIN EQUITABLE RELIEF OR TO ENFORCE ANY JUDGMENT OR ORDER OBTAINED BY LENDER AGAINST ANY ASSIGNOR OR WITH RESPECT TO ANY COLLATERAL, TO ENFORCE ANY RIGHT OR REMEDY UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR TO OBTAIN ANY OTHER RELIEF DEEMED APPROPRIATE BY LENDER, AND LENDER AND EACH ASSIGNOR EACH WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND LENDER AND EACH ASSIGNOR EACH HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. EACH ASSIGNOR REPRESENTS AND ACKNOWLEDGES THAT IT HAS REVIEWED THIS CONSENT TO JURISDICTION PROVISION WITH ITS LEGAL COUNSEL, AND HAS MADE THIS WAIVER KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION OR DURESS.

(k) Severability of Provisions. Any provision of this Agreement or any of the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or the other Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.

(l) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(m) Exhibits and Schedules. All of the Exhibits and Schedules to this Agreement are hereby incorporated by reference herein and made a part hereof.

(n) Entire Agreement; Amendments; Lender's Consent. This Agreement (including the Exhibits hereto) supersedes, with respect to their subject matter, all prior and contemporaneous agreements, understandings, inducements or conditions between the respective parties, whether express or implied, oral or written. No amendment or waiver of any provision of this Agreement, nor consent to any departure by Assignor therefrom, shall in any event be effective unless the same shall be in a Record Authenticated by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

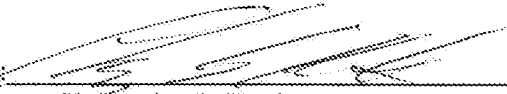
(o) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor hereto has caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

ASSIGNOR:


CST ACQUISITION CORP.

By: 
Name: Christopher S. Brothers
Title: President

SOLACE CST, LLC,

By: Solace Capital Partners, L.P., a Delaware limited partnership, its manager

By: Solace Capital Partners, LLC, a Delaware limited liability company, its general partner


By: 
Name: Christopher S. Brothers
Its: Managing Partner

[Signature Page to Trademark Assignment and Security Agreement]

TRADEMARK
REEL: 006253 FRAME: 0263

LENDER:

ACF FINCO I LP,
a Delaware limited partnership

By: 
Name: Matthew Grimes
Its: Duly Authorized Signatory

[Signature page to Trademark Assignment and Security Agreement]

TRADEMARK
REEL: 006253 FRAME: 0264

EXHIBIT A
TO

TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS

Registered and Pending Trademarks:

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
EDGECOAT II	United States of America	Allowed	87/152,560	8/26/2016				CST Industries, Inc.
TECTANK FP	United States of America	Allowed	87/137,204	8/12/2016				CST Industries, Inc.
HARVESTORE XL	United States of America	Common Law						CST Industries, Inc.
HYDRATECMB	United States of America	Common Law						CST Industries, Inc.
NUTRISTORE	United States of America	Common Law						CST Industries, Inc.
OPTIBOND	United States of America	Common Law						CST Industries, Inc.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
VITRIUM	United States of America	Common Law						CST Industries, Inc.
VULCAN	United States of America	Common Law						CST Industries, Inc.
CST INDUSTRIES	Brazil	Published	831028726	5/13/2011				CST Industries, Inc.
VULCAN TANK	European Union IPO	Published	013483391	11/21/2014			11/21/2024	CST Industries, Inc.
CST INDUSTRIES	Australia	Registered	1085265	5/13/2011	1085265	5/13/2011		CST Industries, Inc.
HARVESTORE	Australia	Registered	138083	7/22/1958	B138083	7/22/1958	7/22/2020	CST Industries, Inc.
OPTIDOME	Australia	Registered	1150101	1/23/2013	1150101	1/23/2013		CST Industries, Inc.
TECSTORE	Australia	Registered	1166379	3/16/2007	1166379	10/29/2007	3/16/2027	CST Industries, Inc.
HARVESTORE	Austria	Registered	AM137/60	1/26/1960	43054	3/7/1960	3/31/2020	CST Industries, Inc.
HARVESTORE	Benelux	Registered	561978	11/19/1971	079395	11/19/1971	11/19/2019	CST Industries, Inc.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
TEMCOR (STYLIZED)	Benelux	Registered	552804	10/21/1971	0072750	10/21/1971	10/21/2018	Tencor Corporation (n/k/a CST Power and Construction, Inc.)
OPTIDOME	Brazil	Registered	840401566	1/24/2013	840401566	12/15/2015	12/15/2025	CST Industries, Inc.
ALLIANCE	Canada	Registered	1079728	10/23/2000	555538	12/17/2001	12/17/2031	CST Industries, Inc.
AQUASTORE	Canada	Registered	465824	2/19/1981	265002	12/11/1981	12/11/2026	CST Industries, Inc.
ARM ADVANCE SENTRY AND DESIGN	Canada	Registered	1082131	11/9/2000	571651	12/4/2002	12/4/2017	CST Industries, Inc.
EDGECOAT AND DESIGN	Canada	Registered	1082170	11/9/2000	575285	2/10/2003	2/10/2018	CST Industries, Inc.
GOLIATH	Canada	Registered	1082172	11/9/2000	554856	12/3/2001	12/3/2031	CST Industries, Inc.
HARVESTORE	Canada	Registered	262432	4/17/1961	126948	6/22/1962	6/22/2022	CST Industries, Inc.
HYDRA FORCE	Canada	Registered	1082173	11/9/2000	573629	1/15/2003	1/15/2018	CST Industries, Inc.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
KUO-LON	Canada	Registered	1211483	3/29/2004	636535	3/31/2005	3/31/2020	CST Industries, Inc.
OPTIDOME	Canada	Registered	1610940	1/22/2013	918571	10/28/2015	10/28/2030	CST Industries, Inc.
PERMAGLAS	Canada	Registered	191126	5/30/1946	024336	5/30/1946	5/30/2021	CST Industries, Inc.
SILOS LOGO (BLACK AND WHITE)	Canada	Registered	1667486	3/12/2014	920452	11/17/2015	11/17/2030	CST Industries, Inc.
SLURRYSTORE	Canada	Registered	407282	2/11/1977	227348	4/21/1978	4/21/2023	CST Industries, Inc.
STORAGEPRO	Canada	Registered	1077027	10/2/2000	600005	1/20/2004	1/20/2019	CST Industries, Inc.
TECSTORE	Canada	Registered	1082174	11/9/2000	573311	1/9/2003	1/9/2018	CST Industries, Inc.
TRICO BOND EP	Canada	Registered	1211487	3/29/2004	667662	7/14/2006	7/14/2021	CST Industries, Inc.
OPTIDOME	China	Registered	1150101	1/23/2013	1150101	1/23/2013		CST Industries, Inc.
TEMCOR	China	Registered	970045236	5/13/1997	1186992	6/28/1998	6/27/2018	TEMCOR (n/k/a CST Power and Construction, Inc.)

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
TEMCOR	China	Registered	970045236	5/13/1997	1189916	7/7/1998	7/6/2018	TEMCOR (n/k/a CST Power and Construction, Inc.)
HARVESTORE	Denmark	Registered	VA196000256	1/26/1960	VR196000743	3/26/1970	3/26/2020	CST Industries, Inc.
CST INDUSTRIES	Egypt	Registered	1085265	5/13/2011	1085265	5/13/2011		CST Industries, Inc.
OPTIDOME	Egypt	Registered	1150101	1/23/2013	1150101	1/23/2013		CST Industries, Inc.
AQUASTORE	European Union IPO	Registered	2486652	12/3/2001	2486652	5/22/2003	12/3/2021	CST Industries, Inc.
CST INDUSTRIES	European Union IPO	Registered	1085265	5/13/2011	1085265	6/13/2012		CST Industries, Inc.
CST INDUSTRIES UK & DESIGN	European Union IPO	Registered	008769713	3/9/2010	008769713	8/27/2010	3/9/2020	CST Industries (UK) Ltd
CST VULCAN & DESIGN	European Union IPO	Registered	004131561	11/23/2004	004131561	5/7/2008	11/23/2024	CST Industries (UK) Ltd
OPTIDOME	European Union IPO	Registered	1150101	1/23/2013	1150101	1/23/2013		CST Industries, Inc.
PERMAGLAS	European Union IPO	Registered	002584712	2/19/2002	002584712	8/7/2003	2/19/2022	CST Industries, Inc.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
TEMCOR	European Union IPO	Registered	1047166	1/20/1999	1047166	6/6/2000	1/20/2019	TEMCOR (n/k/a CST Power and Construction, Inc.)
TRICO BOND EP	European Union IPO	Registered	3902491	6/25/2004	3902491	10/21/2005	6/25/2024	CST Industries, Inc.
HARVESTORE	France	Registered	731123	2/12/1960	1298588	2/12/1960	2/8/2025	CST Industries, Inc.
HARVESTORE	French Polynesia	Registered	731123	2/12/1960	1298588	2/12/1960	2/8/2025	CST Industries, Inc.
HARVESTORE	Germany (Federal Republic of)	Registered	S10330/37Wz	4/28/1959	737011	4/28/1959	4/28/2019	CST Industries, Inc.
CST INDUSTRIES	India	Registered	2143919	5/13/2011	2143919	3/12/2014	5/13/2021	CST Industries, Inc.
OPTIDOME	India	Registered	2468309	1/29/2013	2468309	10/27/2015	1/29/2023	CST Industries, Inc.
CST INDUSTRIES	International	Registered	1085265	5/13/2011	1085265	5/13/2011	5/13/2021	CST Industries, Inc.
OPTIDOME	International	Registered	1150101	1/23/2013	1150101	1/23/2013	1/23/2023	CST Industries, Inc.
HARVESTORE	Italy	Registered	3753C/00	1/15/1960	00907592	9/20/1961	1/15/2020	CST Industries, Inc.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
CST INDUSTRIES	Japan	Registered	1085265	5/13/2011	1085265	10/5/2012		CST Industries, Inc.
OPTIDOME	Japan	Registered	1150101	1/23/2013	1150101	8/15/2013		CST Industries, Inc.
TEMCOR	Japan	Registered	09-104045	4/9/1997	4233334	1/22/1999	1/22/2019	TEMCOR (n/k/a CST Power and Construction, Inc.)
CST INDUSTRIES	Korea, Republic of (KR)	Registered	1085265	5/13/2011	8-5-2012-002948708	9/27/2012		CST Industries, Inc.
OPTIDOME	Korea, Republic of (KR)	Registered	1150101	1/23/2013	8-5-2013-004051537	12/3/2013		CST Industries, Inc.
TEMCOR	Korea, Republic of (KR)	Registered	97/5537	4/22/1997	41-0045518	8/17/1998	8/17/2018	TEMCOR (n/k/a CST Power and Construction, Inc.)
TEMCOR	Korea, Republic of (KR)	Registered	97/18333	4/22/1997	40-0433043	12/11/1998	12/11/2018	TEMCOR (n/k/a CST Power and Construction, Inc.)
AQUASTORE & DESIGN	Mexico	Registered	237850	7/19/1995	530554	9/11/1996	7/19/2025	CST Industries, Inc.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
CST INDUSTRIES	Mexico	Registered	1691458	12/11/2015	1729702	3/8/2017	12/11/2025	CST Industries, Inc.
OPTIDOME	Mexico	Registered	1341998	1/23/2013	1445610	4/1/2014	1/23/2023	CST Industries, Inc.
AQUASTORE	New Zealand	Registered	746804	4/24/2006	746804	9/13/2007	4/24/2026	CST Industries, Inc.
TECSTORE	New Zealand	Registered	765191	3/16/2007	765191	9/20/2007	3/16/2027	CST Industries, Inc.
CST INDUSTRIES	Singapore	Registered	T1111114H	5/13/2011	T1111114H	6/6/2012		CST Industries, Inc.
OPTIDOME	Singapore	Registered	1150101	1/23/2013	1150101	1/23/2013		CST Industries, Inc.
HARVESTORE	Sweden	Registered	89692	6/10/1960	89692	6/10/1960	6/10/2020	CST Industries, Inc.
HARVESTORE	Switzerland	Registered	2243	5/26/1959	P-299803	5/26/1959	4/26/2019	CST Industries, Inc.
TEMCOR	Taiwan	Registered	86019400	4/21/1997	96083	12/1/1997	11/30/2017	TEMCOR (n/k/a CST Power and Construction, Inc.)
HARVESTORE	United Kingdom	Registered			885649	10/15/1965	10/15/2020	CST Industries, Inc.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
HARVESTORE	United Kingdom	Registered			997100	8/17/1972	8/17/2017	CST Industries, Inc.
ALLIANCE	United States of America	Registered	74/462,396	11/23/1993	1896781	5/30/1995	5/30/2025	CST Industries, Inc.
ALUMADOME	United States of America	Registered	76/157,092	10/31/2000	2490825	9/18/2001	9/18/2021	CST Covers, Inc. (n/k/a CST Power and Construction, Inc.)
ALUMAVVAULT	United States of America	Registered	76/157,096	10/31/2000	2490826	9/18/2001	9/18/2021	CST Covers, Inc. (n/k/a CST Power and Construction, Inc.)
AQUASTORE & DESIGN	United States of America	Registered	73/212,722	4/23/1979	1166363	8/25/1981	8/25/2021	CST Industries, Inc.
ARM ADVANCE SENTRY & DESIGN	United States of America	Registered	74/596,546	11/8/1994	1928218	10/17/1995	10/17/2025	CST Industries, Inc.
BULKTEC	United States of America	Registered	77/897,961	12/21/2009	3885167	12/7/2010	12/7/2020	CST Industries, Inc.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
COLUMBIAN STEEL TANK COMPANY	United States of America	Registered	86/333,220	7/10/2014	4695368	3/3/2015	3/3/2025	CST Industries, Inc.
COLUMBIAN TECTANK	United States of America	Registered	86/333,213	7/10/2014	4688536	2/17/2015	2/17/2025	CST Industries, Inc.
CONSERVATEK & DESIGN	United States of America	Registered	75/495,948	6/4/1998	2274138	8/31/1999	8/31/2019	CST Covers, Inc. (n/k/a CST Power and Construction, Inc.)
CRYSTOGON	United States of America	Registered	72/392,987	5/24/1971	951683	1/30/1973	1/30/2023	CST Covers, Inc. (n/k/a CST Power and Construction, Inc.)
CST COVERS	United States of America	Registered	85/609,522	4/26/2012	4263859	12/25/2012	12/25/2022	CST Industries, Inc.
CST INDUSTRIES	United States of America	Registered	85/176,582	11/15/2010	4180146	7/24/2012	7/24/2022	CST Industries, Inc.
CST STORAGE	United States of America	Registered	85/176,588	11/15/2010	4180147	7/24/2012	7/24/2022	CST Industries, Inc.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
EDGECOAT DESIGN	United States of America	Registered	75/132,185	6/26/1996	2164537	6/9/1998	6/9/2018	CST Industries, Inc.
GLASS 97	United States of America	Registered	75/259,525	3/18/1997	2220880	1/26/1999	1/26/2019	CST Industries, Inc.
GOLIATH	United States of America	Registered	85/693,656	8/2/2012	4309003	3/26/2013	3/26/2023	CST Industries, Inc.
HARVESTORE	United States of America	Registered	71/514,725	12/23/1946	535492	1/2/1951	1/2/2021	CST Industries, Inc.
HERCULES	United States of America	Registered	85/693,648	8/2/2012	4390826	8/27/2013	8/27/2023	CST Industries, Inc.
HYDRA FORCE	United States of America	Registered	74/596,544	11/8/1994	1928217	10/17/1995	10/17/2025	CST Industries, Inc.
HYDROTEC	United States of America	Registered	77/897,967	12/21/2009	3885168	12/7/2010	12/7/2020	CST Industries, Inc.
OPTIDOME	United States of America	Registered	85/803,425	12/14/2012	4685219	2/10/2015	2/10/2025	CST Industries, Inc.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
PETROTEC	United States of America	Registered	77/897,956	12/21/2009	3885166	12/7/2010	12/7/2020	CST Industries, Inc.
SILOS LOGO (BLACK AND WHITE)	United States of America	Registered	86/217,100	3/11/2014	4636292	11/11/2014	11/11/2024	CST Industries, Inc.
SLURRYSTORE	United States of America	Registered	023816	6/10/1974	1019228	9/2/1975	9/2/2025	CST Industries, Inc.
TALON	United States of America	Registered	85/366,314	7/8/2011	4222898	10/9/2012	10/9/2022	CST Industries, Inc.
TECSTORE	United States of America	Registered	75/926,737	2/23/2000	2455031	5/29/2001	5/29/2021	CST Industries, Inc.
TEMCOR	United States of America	Registered	72/312,513	11/18/1968	876849	9/16/1969	9/16/2019	CST Covers, Inc. (n/k/a CST Power and Construction, Inc.)
TRICO BOND EP	United States of America	Registered	78/386,154	3/17/2004	2996039	9/13/2005	9/13/2025	CST Industries, Inc.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
WEAVER RECLAIMER SYSTEMS	United States of America	Registered	85/609,509	4/26/2012	4263857	12/25/2012	12/25/2022	CST Industries, Inc.
CST INDUSTRIES	Vietnam	Registered	1085265	5/13/2011	1085265	5/13/2011		CST Industries, Inc.
OPTIDOME	Vietnam	Registered	1150101	1/23/2013	1150101	1/23/2013		CST Industries, Inc.
HAVERSTORE	Italy	Registered			1254507	03/11/2010	03/11/2020	CST Industries, Inc.
PERMAGLAS	United States of America	Registered			0645932	05/28/1957	11/28/2017	CST Industries, Inc.
OPTIEDGE	United States of America	Filed						CST Industries, Inc.

**EXHIBIT B
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT**

**LICENSES OF, AND LIENS AND ENCUMBRANCES ON, TRADEMARK
COLLATERAL**

None.