

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CST Industries, Inc.		11/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CST Acquisition Corp.		
Street Address:	903 E. 104th Street, Suite 900		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64131		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4309003	GOLIATH	
CORRESPONDENCE DATA			
Fax Number:	4142770656		
<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:	4142716560		
Email:	mkeipdocket@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	100 E. Wisconsin Avenue, Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	022132-9302-003 (US01)		
NAME OF SUBMITTER:	Katrina G. Hull		
SIGNATURE:	/katrinaghull/		
DATE SIGNED:	03/05/2019		
Total Attachments: 20			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”) is made as of December 22, 2017 among CST Industries Holdings Inc., a Delaware corporation (“**Holdings**”), CST Industries, Inc., a Delaware corporation (“**CST**”), CST Power and Construction, Inc., a California corporation (“**Power**”; each of Holdings, CST and Power, each an “**Assignor**” and collectively, “**Assignors**”), and CST Acquisition Corp., a Delaware corporation, as successor, by assignment from, and wholly owned subsidiary of Solace CST, LLC, a Delaware limited liability company (such successor, “**Assignee**”). Capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Amended and Restated Asset Purchase Agreement dated as of November 1, 2017 (the “**Purchase Agreement**”) among Sellers and Buyer.

WHEREAS, Assignors are the owner of all right, title and interest in, to and under the trademarks listed on Schedule A attached hereto (including all goodwill associated therewith), and all registrations and applications therefor (collectively, the “**Assigned Trademarks**”); and

WHEREAS, Assignors and Assignee desire to execute this Agreement for purposes of further memorializing the sale, assignment, transfer, conveyance and delivery to Assignee of the Assigned Trademarks, including for purposes of recording the same with any applicable intellectual property offices, entities and/or similar agencies.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective as of the Closing, Assignors hereby sell, assign, transfer, convey and deliver to Assignee all of Assignors’ right, title and interest in, to and under the Assigned Trademarks (including all common law rights and other corresponding rights associated therewith that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect), free and clear of any and all Encumbrances (except only Permitted Encumbrances).

2. Assignors authorize the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Assigned Trademarks and to issue all registrations for the Assigned Trademarks in the name of Assignee.

3. At and from time to time following the Closing, Assignors shall, and shall cause their respective Affiliates, Representatives and personnel (as applicable) to, take such actions as required by Section 5.03(g) (Further Assurances) of the Purchase Agreement in regard to this Agreement, including but not limited to, executing, acknowledging and delivering, or causing to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Agreement. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignors’ signature on any document needed in connection with the transactions specified herein, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized Representatives as their respective agent and attorney in fact, which appointment is coupled with an interest, to act for and in Assignors’ behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by Assignors.

4. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have

been signed by a party and delivered to the other parties. Copies of executed counterparts transmitted by fax or email shall be considered original executed counterparts for purposes of this Section 4, provided that receipt of copies of such counterparts is confirmed.

5. This Agreement may not be amended, changed or modified in any fashion except by written instrument signed by Assignee and Assignors.


6. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge, modify, or waive any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[The next page is the signature page.]


IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment Agreement to be executed as of the date first above written.

ASSIGNORS:

CST INDUSTRIES HOLDINGS INC.

By: 
Name: Tim Carpenter
Title: Chief Executive Officer and President

CST INDUSTRIES, INC.

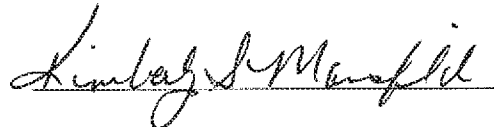
By: 
Name: Tim Carpenter
Title: Chief Executive Officer and President

CST POWER AND CONSTRUCTION, INC.

By: 
Name: Tim Carpenter
Title: Chief Executive Officer and President

CERTIFICATE OF ACKNOWLEDGEMENT

On this 20th day of December, 2017 before me appeared Tim Carpenter personally known to me or proved to me on the basis of satisfactory evidence to me known to be the person who signed the foregoing instrument and who, being duly sworn by me, did depose and state that: s/he resides at Kansas City, MO; that s/he is the Chief Executive Officer and President of Assignors, the corporations described in and which executed the above instrument; that s/he signed the instrument in the name of Assignors; and that s/he had the authority to sign the instrument on behalf of Assignors.



Notary Public

KIMBERLY S. MANSFIELD
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES MAR 19, 2019
COMMISSION # 15634110

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006580 FRAME: 0840

ACKNOWLEDGED AND AGREED:

ASSIGNEE:

CST ACQUISITION CORP.

By: 

Name: Christopher S. Brothers
Title: President

[Signature page to Trademark Assignment Agreement]

Schedule A

Assigned Trademarks

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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
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.
TEMCOR (STYLIZED)	Benelux	Registered	552804	10/21/1971	0072750	10/21/1971	10/21/2018	Temcor 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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
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.
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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
TEMCOR	China	Registered	970045236	5/13/1997	1186992	6/28/1998	6/27/2018	TEMCOR (n/k/a CST Power and Construction, Inc.)
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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
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.
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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
HARVESTORE	Italy	Registered	3753C/00	1/15/1960	00907592	9/20/1961	1/15/2020	CST Industries, Inc.
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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
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.
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.

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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.)
ALUMAVault	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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
BULKTEC	United States of America	Registered	77/897,961	12/21/2009	3885167	12/7/2010	12/7/2020	CST Industries, Inc.
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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
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.
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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
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.
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.

Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Owner
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.
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.