

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM723717

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CST INDUSTRIES, INC.		04/22/2022	Corporation: DELAWARE
SOLACE CST, LLC		04/22/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SIENA LENDING GROUP LLC		
<b>Street Address:</b>	9 W Broad Street		
<b>Internal Address:</b>	5th Floor, Suite 540		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	6432417	VITRIUM	
Registration Number:	5901030	CST	
Registration Number:	5733713	TALON	
Registration Number:	5341955	EDGECOAT II	
Registration Number:	5330852	TECTANK FP	
Registration Number:	4695368	COLUMBIAN STEEL TANK COMPANY	
Registration Number:	4688536	COLUMBIAN TECTANK	
Registration Number:	4636292		
Registration Number:	4685219	OPTIDOME	
Registration Number:	4180147	CST STORAGE	
Registration Number:	4309003	GOLIATH	
Registration Number:	4263859	CST COVERS	
Registration Number:	4263857	WEAVER RECLAIMER SYSTEMS	
Registration Number:	2996039	TRICO BOND EP	
Registration Number:	3885167	BULKTEC	
Registration Number:	3885168	HYDROTEC	
Registration Number:	3885166	PETROTEC	

TRADEMARK

REEL: 007701 FRAME: 0715

900690371

OP \$715.00 6432417

Property Type	Number	Word Mark
Registration Number:	2455031	TECSTORE
Registration Number:	2274138	CONSERVATEK
Registration Number:	1928218	ARM ADVANCE SENTRY
Registration Number:	1928217	HYDRA FORCE
Registration Number:	1896781	ALLIANCE
Registration Number:	1166363	AQUASTORE
Registration Number:	1019228	SLURRYSTORE
Registration Number:	0535492	HARVESTORE
Registration Number:	0876849	TEMCOR
Serial Number:	87137090	OPTIEDGE
Registration Number:	0951683	CRYSTOGON

#### CORRESPONDENCE DATA

Fax Number: 8009144240

*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: 800-713-0755

Email: nancy.wiford@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	04/25/2022

#### Total Attachments: 9

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of April 22, 2022 by the Persons listed on the signature pages hereof as "Grantors" and those additional entities that hereafter become parties hereto (each, a "Grantor" and collectively, the "Grantors") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"):

### W I T N E S S E T H

WHEREAS, each Grantor, certain of their affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers (as such term is defined in the Loan Agreement) by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising (collectively, the "IP Collateral"):

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Certain Limited Exceptions. Notwithstanding anything herein to the contrary, in no event shall the IP Collateral or the security interest granted hereunder attach to any "intent-to-use" application for registration of a trademark filed in the United States pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the first use thereof, whether by actual use in commerce or the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, but only to the extent the granting of a security interest in such "intent-to-use" applications would be contrary to applicable law or would impair the validity or

enforceability of any registration that issues from such intent-to-use application under applicable federal law.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitutes all registered IP Collateral as of the date hereof.

5. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

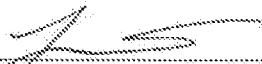
7. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

8. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


**CST INDUSTRIES, INC.**

By:   
Name: James Hickey  
Title: Secretary and Chief Financial Officer

**SOLACE CST, LLC**

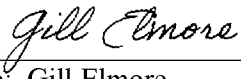
By: Solace Capital Partners, L.P.,  
Its: Manager

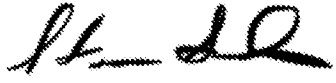
By: Solace Capital Partners, LLC,  
Its: General Partner

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

Agreed and Accepted  
as of the date first written above:

**SIENA LENDING GROUP LLC**

By:   
Name: Gill Elmore  
Title: Authorized Signatory

  
By: \_\_\_\_\_  
Name: Steve Sanicola  
Title: Authorized Signatory

*[Signature page to Intellectual Property Security Agreement (Siena CST)]*