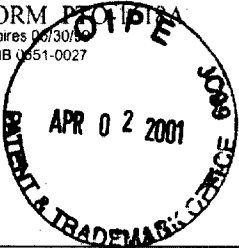


04-24-2001



101685053

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4.2.01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

75926030

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/23/2001 6TON11 00000061 500709 75926030

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 500.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(202) 457-6549

Name

Crystal A. Gothard

Address (line 1)

Patton Boggs LLP

Address (line 2)

2550 M St., NW

Address (line 3)

Washington, D.C. 20037

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

29

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75926030

76064712

75926737

1896781

1166363

2144574

1928218

2128844

2164537

2174547

2220880

0846675

Number of Properties

Enter the total number of properties involved.

#

21

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

540.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-0709

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

George M. Borababy

Name of Person Signing

George M. Borababy
Signature

3/30/01

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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2169126	1019228	1177278
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**TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT**

THIS TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT, dated as of January 10, 2001, is made by CST INDUSTRIES, INC., a Delaware corporation (the "**Grantor**"), in favor of American Capital Strategies, Ltd., a Delaware corporation (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to the Note and Equity Purchase Agreement, dated as of even date herewith, by and among Grantor, CST Real Estate, LLC, a Delaware limited liability company, CSTI Holdings, LLC, a Delaware limited liability company, CST Real Estate Holdings, Inc., a Delaware corporation, and the Lender referred to therein (as the same may from time to time be amended, modified or supplemented, the "**Purchase Agreement**"), the Lender (as such term is defined in the Purchase Agreement) has agreed to make certain loans to the Grantor (the "**Loans**"); and

WHEREAS, in connection with the making of the Loans, Lender desires to obtain from Grantor and Grantor desires to grant to Lender a security interest in certain collateral more particularly described below.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Purchase Agreement and to induce Lender to make the Loans to Grantor under the Purchase Agreement, Grantor hereby agrees with Lender, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Purchase Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Collateral" has the meaning assigned to it in Section 2 of this Security Agreement.

"Copyright" means all copyrights, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, all of Grantor's right, title and interest in and to all unregistered copyrights and all registered copyrights in the United States Copyright Office or anywhere else in the world, including all treaty and convention rights, and also including, without limitation, the copyrights and registrations referred to in Exhibit A hereto, and all applications for registration thereof, whether pending or in preparation, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit.

“Copyright License” means any agreement providing for the grant by or to Grantor of any right to use any Copyright, including, without limitation, any thereof referred to in Exhibit A hereto.

“Event of Default” has the same meaning as provided is the Purchase Agreement.

“Obligations” means all obligations secured hereby and shall include without limitation (a) the Loans to be made concurrently or in connection with this Security Agreement and the Purchase Agreement as evidenced by the Notes in the original aggregate principal amount of \$9,000,000.00, and any renewals or extensions thereof, (b) the full and prompt payment and performance of any and all other indebtedness and other obligations of Grantor to Lender, direct or contingent (including but not limited to obligations incurred as endorser, guarantor or surety), however evidenced or denominated, and however and whenever incurred, including but not limited to indebtedness incurred pursuant to any present or future commitment of Lender to Grantor and any and all future advances regardless of the class of such future advances, and (c) all future advances made by Lender for taxes, levies, insurance and preservation of the Collateral and all attorney’s fees, court costs and expenses of whatever kind incident to the collection of any of said indebtedness or other obligations and the enforcement and protection of the security interest created hereby.

“Patents” means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world, including all treaty and convention rights (including, without limitation, utility patents, design patents, plant patents, letters patent, continuation patents, continuation-in-part patents, reissue patents, utility models, breeders’ right certificates, inventor’s certificates, and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in Exhibit A hereto, and the right to sue for any past, present and future infringements thereof.

“Patent License” means all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered by any claims in a Patent, including, without limitation any thereof referred to in Exhibit A hereto.

“Proceeds” means “proceeds,” as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, letter of credit, and/or license payable to Grantor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any person acting under color of governmental authority, (c) all judgments in favor of Grantor in respect of the Collateral, and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

“Security Agreement” means this Trademark, Patent and Copyright Security Agreement, as amended, supplemented or otherwise modified from time to time.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source of business identifiers used in any country in the world, including all treaty and convention rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Exhibit A hereto, and the right to sue for any past, present and future infringements of any thereof.

“Trademark License” means any agreement, material to the businesses of Grantor, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Exhibit A hereto.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of Illinois.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby assigns and grants to Lender for the benefit of Lender a security interest in all of Grantor’s right, title and interest in and to the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest:

- (i) all Trademarks;
- (ii) all Trademark Licenses;
- (iii) all Copyrights;
- (iv) all Copyright Licenses;
- (v) all Patents;
- (vi) all Patent Licenses; and
- (vii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

relating to the business or operations of Grantor as currently conducted or proposed or contemplated to be conducted now or in the future, and whether or not included in Exhibit A (collectively, the “Collateral”).

3. Representations and Warranties Concerning Trademarks, Patents and Copyrights. Grantor represents and warrants that Exhibit A hereto includes all of Grantor’s registered Trademarks and Trademark Licenses, all Copyrights and Copyright Licenses and all of the Patents and Patent Licenses owned by Grantor, in part or whole, in its own name or as to which Grantor has any colorable claim of ownership as of the date hereof. Each Trademark,

Patent and Copyright is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in Exhibit A, none of the Trademarks, Patents or Copyrights is the subject of any licensing or franchise agreement. All licenses of the Trademarks, Patents and Copyrights are in force and effect, and, not in default. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Trademark, Patent or Copyright. No action or proceeding is pending or has been threatened which is (i) seeking to limit, cancel or question the validity of any Trademark, Patent or Copyright or Grantor's ownership thereof, or (ii) which, if adversely determined, could have a material adverse effect on the value of any Trademark, Patent or Copyright.

4. Covenants. Grantor covenants and agrees with Lender that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) Further Documentation. From time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statement under the Uniform Commercial Code as in effect in any jurisdiction with respect to the liens created hereby. Grantor also hereby authorizes Lender to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. Grantor further covenants and agrees that it will execute or procure any further necessary assurance of Lender's rights under this Security Agreement, at any time, upon the request of Lender, by executing and delivering any and all papers that Lender believes may be necessary or desirable to perfect its, or its successors, assigns or other legal representatives, right, title or interest in or to any of the Collateral, any Copyright, Trademark or Patent, and, upon the request of Lender, Grantor will execute any Copyright, Trademark or Patent applications, reissue applications, or the like, and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation or consideration.

(b) Limitation on Lien or Collateral. Grantor will not create, incur or permit to exist, and Grantor will take all commercially reasonable actions to defend the Collateral against, and will take such other actions as is necessary to remove, any lien or claim on or to the Collateral or any portion thereof, other than the security interests creates hereby, and other than as permitted pursuant to the Purchase Agreement, and will take all actions that are necessary to defend the right, title and interest of Lender in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Limitations on Dispositions of Collateral. Grantor will not sell, transfer or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted in the Purchase Agreement.

(d) Notices. Grantor will advise Lender promptly, in reasonable detail, at Lender's address set forth in the Purchase Agreement, (i) of any lien (other than liens created hereby or permitted under the Purchase Agreement) on, or claim asserted against, the Collateral or any portion thereof, and (ii) of the occurrence of any other event which could reasonably be expected to have any material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

(e) Patents, Trademarks and Copyrights.

(i) Grantor (either itself or through licensees) will (A) continue to use such Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, (B) maintain as in the past the same quality of products and services offered under each such Trademark, (C) employ each such Trademark with the appropriate notice of registration and ownership, (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of any Trademark unless within 30 days after such use or adoption, Lender, for its benefit, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby any Trademark may become invalidated, abandoned, unenforceable, and/or weakened.

(ii) Grantor will not do any act, or omit to do any act, whereby any Patent may become abandoned.

(iii) Grantor will not do or permit any act or omit to do any act whereby any Copyright or Copyright License may lapse or become invalid or unenforceable or placed in the public domain except upon expiration at the end of an unrenovable term of a registration thereof.

(iv) Grantor will promptly notify Lender if Grantor knows, or has reason to know, that any application relating to any Patent, any Copyright or any Trademark may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court, tribunal, agency, office, administrative body, and/or other governing authority in any country, as the case may be) regarding Grantor's ownership of any Patent, Copyright or Trademark or its right to register the same or to keep and maintain the same.

(v) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent,

Copyright or for the registration of any Trademark with the United States Patent and Trademark Office or United States Copyright Office, as the case may be, or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Lender within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Lender, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in any newly filed Patent, Copyright or Trademark (or the application related thereto) and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Lender its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(vi) Grantor will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Patent, each Copyright and each registration of Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

(vii) In the event Grantor knows or has reason to know that any Patent, Copyright or Trademark included in the Collateral is being infringed, misappropriated, or diluted by a third party, Grantor shall promptly notify Lender after it learns thereof and shall promptly sue for infringement, misappropriation or dilution, or take other actions as Grantor shall deem appropriate under the circumstances to protect such Patent, Copyright or Trademark.

5. Lender's Rights.

(a) Powers. Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time, in Lender's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, Grantor hereby gives Lender the power and right, on behalf of Grantor, without notice to or assent by Grantor, to do the following:

(i) in the name of Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement to pay all or part of the premiums therefor and the costs thereof; and

(iii) (a) to direct any party liable for any payment under any of the Collateral to make payment of any and all monies due or to become due thereunder directly to Lender or as Lender shall direct, (b) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (c) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (d) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (e) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (f) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Lender may deem appropriate, (g) to assign any Patent, Copyright or Trademark (along with any and all goodwill of the business to which such Patent, Copyright or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Lender shall in its sole discretion determine, and (h) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option and Grantor's expense, at any time, or from time to time, all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and the liens of Lender thereon and to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do.

Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until all of the Obligations are paid in full and this Security Agreement is terminated.

(b) Other Powers. Grantor also authorizes Lender, at any time and from time to time, to execute, in connection with any sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Lender. The powers conferred on Lender hereunder are solely to protect the interests of Lender in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

6. Performance by Lender of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance with such agreement, the expenses of Lender incurred in connection with such performance or compliance, together with interest thereon at the highest default rate provided in the Note, shall be payable by Grantor to Lender on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if an Event of Default shall occur and be continuing (a) all Proceeds received by Grantor consisting of cash, checks and other cash equivalents shall be held by Grantor in trust for Lender, segregated from other funds of Grantor, and shall, forthwith upon receipt, be turned over to Lender in the exact form received (duly endorsed to Lender, if required), and (b) any and all such Proceeds received by Lender (whether from Grantor or otherwise) shall promptly be applied by Lender against the Obligations (whether matured or unmatured), such application to be in such order as Lender shall elect. Any balance of such Proceeds remaining after the Obligations shall have been paid in full shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive the same.

8. Remedies. If an Event of Default shall occur and be continuing, Lender may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Lender without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Grantor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any office of Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or on future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so

sold, free of any right or equity of redemption in grantor, which right or equity is hereby waived or released. Grantor further agrees, at Lender's request, to assemble the Collateral and make it available to Lender at places which Lender shall reasonably select, whether at Grantor's premises or elsewhere. Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Lender hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as Lender may elect, and only after such application and after the payment by Lender of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the UCC, need Lender account for the surplus, if any, to the Grantor. To the extent permitted by applicable law, Grantor waives all claims, damages and demands it may acquire against Lender arising out of the exercise by Lender of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 5 days before such sale or other disposition. Grantor shall remain, jointly and severally, liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by Lender to collect such deficiency.

(a) Limitation on Duties Regarding Preservation of Collateral.

Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Lender would deal with similar property for its own account. Neither Lender nor any of its shareholders, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or otherwise.

9. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

10. Severability. In the event that any provision of this Security Agreement is adjudicated to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such adjudication shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Security Agreement is adjudicated to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited to the extent required by applicable law and enforced as so limited. The parties expressly acknowledge and agree that this Section is reasonable in view of the parties' respective interests.

11. Recording. Grantor will, concurrent with the execution and delivery hereof, execute and file (i) with the United States Patent and Trademark Office, a Grant of Security Interest in Trademarks and Patents in the form of Exhibit B attached hereto and (ii) with the United States Copyright Office, a Grant of Security Interest in Copyrights in the form of Exhibit C attached hereto.

12. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver; Cumulative Remedies. Lender shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be decreed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Lender of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Lender, provided that any provision of this Security Agreement may be waived by Lender in a written letter or agreement executed by Lender or by telex or facsimile transmission from Lender. This Security Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Lender and its successors and assigns.

15. Notices. Any and all notices, elections or demands permitted or required to be made under this Security Agreement shall be made in accordance with the terms of the Purchase Agreement.

16. Governing Law. This Security Agreement will be governed by and controlled by the internal laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, and in all other respects, excluding perfection of the security interests in the Collateral, which will be governed and controlled by the laws of the relevant jurisdiction. Any action, dispute, lawsuit, or the like, arising out of or under this Security Agreement, shall only be brought, and each party hereto consents to and agrees that venue is proper, in the City of Chicago, Illinois. The parties agree that this Agreement is and shall be deemed entered into in Chicago, Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CST Industries, Inc.
a Delaware corporation

By: W.D. Wagner
Name: W. D. WAGNER
Title: PRESIDENT

LENDER:

AMERICAN CAPITAL STRATEGIES, LTD.

By: _____
Name: Malon Wilkus
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CST Industries, Inc.
a Delaware corporation

By: _____

Name: _____

Title: _____

LENDER:

AMERICAN CAPITAL STRATEGIES, LTD.

By: Malon Wilkus

Name: Malon Wilkus

Title: Chief Executive Officer



STATE OF MISSOURI)

COUNTY OF JACKSON)

On this 10th day of January, 2001, before me personally came William D. Wagner, to me known, who, being by me duly sworn did depose and say that he is the President of CST INDUSTRIES, INC., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

SHELLY BOXBERGER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County

My Commission Expires: Jan. 20, 2001

My Commission Expires: January 20, 2001

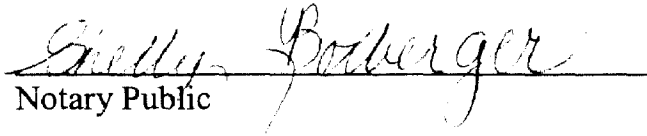

Notary Public

EXHIBIT A

TRADEMARKS

TRADEMARK LICENSES

PATENTS

PATENT LICENSES

COPYRIGHTS

COPYRIGHT LICENSES

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EXHIBIT A

UNITED STATES PATENTS

<u>Patent Number</u>	<u>Date of Patent</u>	<u>Title</u>
4,512,665	March 23, 1985	Adjustable Over-The-Top Agitator for a Liquid Manure Tank
4,416,549	November 22, 1983	Apparatus for Agitating and Pumping a Liquid Slurry
4,499,820	February 19, 1985	Breather Bag Construction for a Sealed Storage Structure
4,671,727	June 9, 1987	Cutter Chain Construction for a Bottom Unloader
4,426,187	January 17, 1984	Drive Mechanism for a Bottom Silo Unloader
4,436,473	March 13, 1984	Drive Mechanism for a Rotatable Sweep Arm
4,437,806	March 20, 1984	Overload Mechanism for a Bottom Silo Unloader
4,626,161	December 2, 1986	Pre-Assembled Turntable Mounting Unit for a Storage Structure
4,386,695	June 7, 1983	Sweep Auger Construction for a Bottom Unloading Mechanism

FOREIGN PATENTS

<u>Patent Number</u>	<u>Country</u>	<u>Date of Patent</u>	<u>Title</u>
1,244,002	Canada	November 1, 1988	Adjustable Over-The-Top Agitator for a Liquid Manure Tank
1,204,340	Canada	May 13, 1986	Apparatus for Agitating and Pumping a Liquid Slurry
1,251,094	Canada	March 14, 1989	Apparatus for Agitating and Pumping a Liquid Slurry
1,178,551	Canada	November 27, 1984	Bottom Unloading Mechanism for a Storage Structure
1,184,144	Canada	March 19, 1985	Bottom Unloading Mechanism for a Sealed Storage Structure
1,224,318	Canada	July 21, 1987	Breather Bag Construction for a Sealed Storage Structure
1,211,268	Canada	September 16, 1986	Bulk Storage Containers
1,185,559	Canada	April 16, 1985	Cathodically Protected Vessel
1,215,017	Canada	December 9, 1986	Drive Mechanism for a Rotatable Sweep Arm

<u>Patent Number</u>	<u>Country</u>	<u>Date of Patent</u>	<u>Title</u>
1,209,085	Canada	August 5, 1986	Pre-Assembled Turntable Mounting Unit for a Storage Structure
1,230,110	Canada	December 8, 1987	Pump Position Retainer Apparatus
1,192,763	Canada	September 3, 1985	Sprocket Construction for a Zero Caternary Chain

UNITED STATES REGISTERED TRADEMARKS

✓ Alliance – Reg. No. 1,896,781

✓ Aquastore – Reg. No. 1,166,363

✓ AR-LON 6100 – Reg. No. 2,144,574

– ✓ Arm Advance Sentry & Design – Reg. No. 1,928,218

– ✓ Design of a Storage Structure – Reg. No. 2,128,844

✓ Edgecoat Design – Reg. No. 2,164,537

✓ Forceflo – Reg. No. 2,174,547

✓ Glass 97 – Reg. No. 2,220,880

✓ Goliath – Reg. No. 846,675

✓ Harvestore – Reg. No. 535,492

✓ Hercules – Reg. No. 798,506

✓ Hydra Force – Reg. No. 1,928,217

✓ Marathon - Reg. No. 2,067,113

✓ Permaglas - Reg. No. 645,932

✓ Sealweld - Reg. No. 2,344,149

✓ Sierra and Design – Reg. No. 2,169,126

✓ Slurrystore – Reg. No. 1,019,228

✓ Teccap – Reg. No. 1,177,278

UNITED STATES TRADEMARK APPLICATIONS

Kuo-Lon – App. No. 926,030 • 175

StoragePro - App. No. 064,712 176

TecStore – App. No. 926,737 179

FOREIGN REGISTERED TRADEMARKS

Aquastore (Canada) – Reg. No. 265,002

Aquastore & Design (Mexico) – Reg. No. 530,554

Goliath (Germany) – Reg. No. 1,051,594

Har-Ves-Tor (South Africa) – Reg. No. 58/2,418

Harvestore (Brazil) – Reg. No. 6,518,613

Harvestore (Canada) – Reg. No. 126,948

Harvestore (Austria) – Reg. No. 43,054

Harvestore (France) – Reg. No. 1,298,588

Harvestore (Germany) – Reg. No. 737,011

Harvestore (Switzerland) – Reg. No. 176,002

Harvestore (New Zealand) – Reg. No. B62342

Harvestore (Australia) – Reg. No. B138083

Harvestore (United Kingdom) – Reg. No. 885,649

Harvestore (United Kingdom) – Reg. No. 997,100

Harvestore (Benlx) – Reg. No. 79,395

Harvestore (Denmark) – Reg. No. 743/1,960

Harvestore (Sweden) – Reg. No. 89,692

Harvestore (Italy) – Reg. No. 3,852,132

Metha-Store (Canada) – Reg. No. 328,806

Permaglas (Mexico) – Reg. No. 594,652

Slurrystore (Canada) – Reg. No. 227,348

Techmaster (Canada) – Reg. No. 331,772

FOREIGN TRADEMARK APPLICATIONS

Alliance (Canada) – App. No. 1079728, filed October 23, 2000

Arm Advance Sentry (Canada) - App. No. 1082131, filed November 9, 2000

Edgecoat & Design (Canada) - App. No. 1082170, filed November 9, 2000

Forceflo (Canada) - App. No. 1082171, filed November 9, 2000

Goliath (Canada) - App. No. 1082172, filed November 9, 2000

Hydra Force (Canada) - App. No. 1082173, filed November 9, 2000

StoragePro (Canada) – App. No. 1077027, filed October 2, 2000

TecStore (Canada) - App. No. 108174, filed November 9, 2000

COMMON LAW TRADEMARKS

Atlas

Engineered Storage Products Company

EnviroTank

Forage Pro

Grain Pro

TecLine

TecTank

Vitrium

Trico Bond 478

Trico Bond

Trico Gard

Columbian Steel Tank Company

Columbian Worldwide

Columbian

DOMAIN NAMES

www.aquastore.com

www.harvestore.com

www.slurrystore.com

www.tanks.com

www.techtank.com

www.columbiantank.com

COPYRIGHT MATERIAL

Tank Analysis Software

EXHIBIT B

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, CST INDUSTRIES, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 5400 Kansas Avenue, Kansas City, Kansas 66106, is the owner of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A attached hereto;

WHEREAS, LASALLE BUSINESS CREDIT, INC., a Delaware corporation, having its principal offices at 135 South LaSalle Street, Suite 400, Chicago, Illinois 60603, as Agent for the Lenders as further described in the Security Agreement (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of January 10, 2001, between the Grantor and the Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, (ii) all of Grantor's rights, title and interest in and to the patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security

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Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 10th day of January, 2001.

GRANTOR:

CST INDUSTRIES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

AMERICAN CAPITAL STRATEGIES, LTD.,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____)

)

COUNTY OF _____)

On this 10th day of January, 2001, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of CST INDUSTRIES, INC., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

On this 10th day of January, 2001, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of LASALLE BUSINESS CREDIT, INC., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

SCHEDULE A

TRADEMARKS

PATENTS

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EXHIBIT C

GRANT OF SECURITY INTEREST IN COPYRIGHTS

WHEREAS, CST INDUSTRIES, INC., a Delaware corporation (the "**Grantor**"), having its chief executive office at 5400 Kansas Avenue, Kansas City, Kansas 66106, is the owner of all right, title and interest in and to the copyrights and associated copyright registrations and pending applications for registration set forth on Schedule A attached hereto;

WHEREAS, LASALLE BUSINESS CREDIT, INC., a Delaware corporation, having its principal offices at 135 South LaSalle Street, Suite 400, Chicago, Illinois 60603, as Agent for the Lenders as further described in the Security Agreement (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's copyrights and copyright registrations and applications therefor; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the copyrights and copyright registrations and applications therefor described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of January 10th, 2001, between the Grantor and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to Grantor's copyrights and copyright registrations and applications more particularly set forth on Schedule A attached hereto (the "**Copyrights**"), together with (i) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Copyrights, and (ii) all causes of action, past, present and future, for infringement of any Copyright.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 10th day of January, 2001.

GRANTOR:

CST INDUSTRIES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

AMERICAN CAPITAL STRATEGIES, LTD.,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

On this 10th day of January, 2001, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of CST INDUSTRIES, INC., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

On this 10th day of January, 2001, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of LASALLE BUSINESS CREDIT, INC., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

SCHEDULE A

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KC01 510166.02

RECORDED: 04/02/2001

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