

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Patent Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
CST Covers Industries, Inc.	05/23/2012
RECEIVING PARTY DATA	
Name:	BNP Paribas, as Administrative Agent
Street Address:	100 Crescent Court, Suite 500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5921030
Patent Number:	6887009
Patent Number:	7143550
Patent Number:	4843773
Patent Number:	4833843
Patent Number:	4611442
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
Email:	ipdocket@lw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive
Address Line 2:	Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	049018-0020

OP \$240.00 5921030

NAME OF SUBMITTER:

Rhonda DeLeon

Total Attachments: 4

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PATENT

REEL: 028314 FRAME: 0648

## GRANT OF PATENT SECURITY INTEREST

**WHEREAS, CST INDUSTRIES INC.**, a Delaware corporation and **CST COVERS INDUSTRIES, INC.**, a California corporation (collectively, the **"Grantors"**), own and use in their business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

**WHEREAS, CST Industries Inc.**, a Delaware corporation (**"Company"**) has entered into a Credit Agreement, dated as of May 23, 2012 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS, Company** may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **"Lender Swap Agreements"**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **"Swap Counterparties"**); and

**WHEREAS, CST COVERS Industries, Inc.** has executed and delivered that certain Subsidiary Guaranty dated as of May 23, 2012 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **"Guaranty"**) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantors have guarantied the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS, pursuant to the terms of a Security Agreement dated as of May 23, 2012, (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Company, Secured Party and the other grantors named therein, Grantors created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral as hereinafter defined;**

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to Secured Party pursuant to the Security Agreement, Grantors hereby grant to Secured Party a security interest in all of Grantors' right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Patent Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantors and all patents and patent applications and rights, title and interests in patents and patent applications that are presently, or in the future may be, owned by such Grantors in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

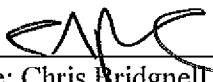
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term “**proceeds**” includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantors do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


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**IN WITNESS WHEREOF**, Grantors have caused this Grant of Patent Security Interest to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**CST INDUSTRIES INC.**

By:   
Name: Chris Bridgnell  
Title: Chief Financial Officer, Vice President,  
Treasurer and Secretary

**CST COVERS INDUSTRIES, INC.**

By:   
Name: Chris Bridgnell  
Title: Chief Financial Officer, Vice President,  
Treasurer and Secretary

(Grant of Patent Security Interest)

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

**Patents Issued:**

<b>Patent No.</b>	<b>Issue</b>	<b>Title</b>
5921030	7/13/1999	TANK COVER
6887009	5/3/2005	CYLINDRICAL JOINT AND RETICULATED FRAME STRUCTURE
7143550	12/5/2006	DOUBLE NETWORK RETICULATED FRAME STRUCTURE
8167525	5/1/2012	METHOD AND APPARATUS FOR UNLOADING MATERIAL FROM A CONTAINER
8075766	12/13/2012	LIQUID FILTRATION SYSTEM
4843773	7/4/1989	MOUNTING OF GLAZING PANELS
4833843	5/30/1989	VAULTED DOME STRUCTURE
4671727	6/9/1987	CUTTER CHAIN CONSTRUCTION FOR A BOTTOM UNLOADER
4611442	9/16/1986	LARGE SPAN DOME
4626161	12/2/1986	PRE-ASSEMBLED TURNTABLE MOUNTING UNIT FOR A STORAGE STRUCTURE
4499820	2/19/1985	BREATHING BAG CONSTRUCTION FOR A SEALED STORAGE STRUCTURE
4512665	4/23/1985	ADJUSTABLE OVER-THE-TOP AGITATOR FOR A LIQUID MANURE TANK
4437806	3/20/1984	OVERLOAD MECHANISM FOR THE SYSTEM OF A BOTTOM SILO UNLOADER
4436473	3/13/1984	DRIVE MECHANISM FOR A ROTATABLE SWEEP ARM
4416549	11/22/1983	APPARATUS FOR AGITATING AND PUMPING A LIQUID SLURRY
4386695	6/7/1983	SWEEP AUGER CONSTRUCTION FOR A BOTTOM UNLOADING MECHANISM
4426187	09/27/1982	DRIVE MECHANISM FOR A BOTTOM SILO UNLOADER