

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4477391

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CST POWER AND CONSTRUCTION, INC.	06/16/2017
RECEIVING PARTY DATA		
Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT	
Street Address:	787 SEVENTH AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	5921030	
Patent Number:	6887009	
Patent Number:	7143550	
CORRESPONDENCE DATA		
Fax Number:	(212)541-5369	
<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:	212-408-1177	
Email:	patent@chadbourn.com	
Correspondent Name:	KENNETH L. JOHNSON	
Address Line 1:	1301 AVENUE OF THE AMERICAS	
Address Line 2:	C/O CHADBOURNE & PARKE LLP	
Address Line 4:	NEW YORK, NEW YORK 10019	
ATTORNEY DOCKET NUMBER:	24033-008	
NAME OF SUBMITTER:	KENNETH L. JOHNSON	
SIGNATURE:	/Kenneth L. Johnson #40739/	
DATE SIGNED:	06/26/2017	
Total Attachments: 4		
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GRANT OF PATENT SECURITY INTEREST

June 16, 2017

WHEREAS, CST POWER AND CONSTRUCTION, INC., a California corporation (“**Grantor**”), owns and uses in its 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, as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code (“**Company**”) has entered into a Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of June 16, 2017 (said Senior Secured, Super-Priority Debtor-in-Possession 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 permitted 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;

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of June 16, 2017 (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, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 16, 2017, (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, Grantor, Secured Party and the other grantors named therein, Grantor has 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 Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s 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 Grantor 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 Grantor 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 thereof are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does 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, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CST POWER AND CONSTRUCTION, INC.

By: 

Name: Chris Bridgnell

Title: Secretary

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

Patents Issued:

Patent No. (or App. Serial No.)	Issue/Filing Date	Title	Applicant / Owner of Record
5921030	7/13/1999	TANK COVER	CST COVERS Industries, Inc. (n/k/a CST Power and Construction, Inc.)
6887009	5/3/2005	CYLINDRICAL JOINT AND RETICULATED FRAME STRUCTURE	CST COVERS Industries, Inc. (n/k/a CST Power and Construction, Inc.)
7143550	12/5/2006	DOUBLE NETWORK RETICULATED FRAME STRUCTURE	CST COVERS Industries, Inc. (n/k/a CST Power and Construction, Inc.)