# 504727732 01/12/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4774456

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEY	CONVEYANCE: RELEASE OF SECURITY INTEREST		EST
CONVEYING PARTY	DATA		
		Name	Execution Date
BNP PARIBAS			12/29/2017
RECEIVING PARTY	ΔΤΑ		
Name:	CST INC	DUSTRIES, INC.	
Street Address:	903 E. 1	04TH STREET	
Internal Address:	SUITE 9	000	
City:	KANSAS	S CITY	
State/Country:	MISSOL	JRI	
Postal Code:	64131		
Name:	CST PO	WER AND CONSTRUCTION, INC.	
Street Address:	498 NOF	RTH LOOP 366 EAST	
City:	CONRO	E	
State/Country:	TEXAS		
Postal Code:	77301		
Name:	CST CO	VERS INDUSTRIES, INC.	
Street Address:	498 NOF	RTH LOOP 366 EAST	
City:	CONRO	E	
State/Country:	TEXAS		
Postal Code:	77301		

# PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	8167525
Patent Number:	8075766
Patent Number:	6431810
Patent Number:	4512665
Patent Number:	5921030
Patent Number:	6887009
Patent Number:	7143550
Patent Number:	4843773

CORRESPONDENCE DATA					
Fax Number:	Fax Number: (215)832-5767				
		e-mail address first; if that is unsuccessful, it will be sent pat is unsuccessful, it will be sent via US Mail.			
Phone:	215-5	69-5767			
Email:	PERF	RY@BLANKROME.COM			
Correspondent Name:	DAVI	D M. PERRY			
Address Line 1:	ONE	LOGAN SQUARE			
Address Line 2:	8TH F	LOOR			
Address Line 4:	PHIL/	ADELPHIA, PENNSYLVANIA 19103			
ATTORNEY DOCKET NUMBER	:	149559-00101			
NAME OF SUBMITTER:	NAME OF SUBMITTER: DAVID M. PERRY				
SIGNATURE: /David M. Perry/					
DATE SIGNED:		01/12/2018			
Total Attachments: 8					
source=CST Industries IP Release	se#pag	e1.tif			
source=CST Industries IP Release	se#pag	e2.tif			
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#### TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST AND PATENT SECURITY INTEREST

THIS OMNIBUS TERMINATION AND RELEASE OF TRADEMARK SECURITY INTERESTS AND PATENT SECURITY INTERESTS (this "Termination"), is dated as of December 29, 2017, and made by BNP PARIBAS, as administrative agent for certain financial institutions as lenders (in such capacity, "Administrative Agent" and "Grantee") to CST INDUSTRIES INC., a Delaware corporation ("CST Industries") and CST POWER AND CONSTRUCTION, INC., a California corporation ("CST Power", together with CST Industries, the "Grantors" and each a "Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of May 23, 2012, made by Grantors in favor of Grantee (the "Security Agreement") and certain Grants of Patent Security Interests and Grants of Trademark Security Interests executed in connection therewith (the "<u>IP Grants</u>", together with the Security Agreement, the "<u>Security Documents</u>"), a security interest was granted by the Grantors to Grantee in certain collateral, including the Trademark Collateral and Patent Collateral (as hereinafter defined);

WHEREAS, Grantee now desires to terminate and release the Security Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. <u>Definitions</u>. The terms

"Trademark Collateral" as used herein, shall mean (i) all rights, title and interest (a) (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantors, or hereafter adopted and used, in its business (including, without limitation, all trademark applications and trademark registrations) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark and, to the extent not otherwise included, all payments under insurance, if any (whether or not Grantees are 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 Trademark. The Trademark Collateral shall include all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademark Collateral listed on Schedule A hereto.

(b) "<u>Patent Collateral</u>" as used herein, shall mean (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 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 Grantors that are presently, or in the future may be, owned by Grantors in whole or in part, 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 (collectively, the "Patents"); and (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patents and, to the extent not otherwise included, all payments under insurance, if any (whether or not Grantees are 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 Patents. The Patent

Collateral shall include all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Patent Collateral listed on <u>Schedule B</u> hereto.

2. <u>Release of Security Interest</u>. Grantee hereby terminates the Security Documents and terminates, releases and discharges its security interest in the Trademark Collateral and Patent Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantees in the Trademark Collateral and Patent Collateral.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BNP PARIBAS, as Grantee By Name: Charles Romano Tille:  $\sim_{\rm ext} S$ Director By: ..... Name: 2000 **Brock Harris** Title: MARCE 1000 0008 Managing Director

Signature Page to Termination of Trademark and Patent Security Interests

PATENT REEL: 044610 FRAME: 0108

# <u>Schedule A</u>

# TRADEMARK COLLATERAL

# **CST INDUSTRIES INC. Trademarks**

Mark	Owner	Registration No. (Application No.)	Registration Date (Application Date)
AQUAIISTORE	CST INDUSTRIES INC.	1166363	August 25, 1981
PERMAGLAS	CST INDUSTRIES INC.	645932	May 28, 1957
EDGECOAT	CST INDUSTRIES INC.	2164537	June 9, 1998
GLASS 97	CST INDUSTRIES INC.	2220880	January 26, 1999
Harvestore	CST INDUSTRIES INC.	535492	January 2, 1951
TECSTORE	CST INDUSTRIES INC.	2455031	May 29, 2001
ALLIANCE	CST INDUSTRIES INC.	1896781	May 30, 1995
SLURRYSTORE	CST INDUSTRIES INC.	1019228	September 2, 1975
TRICO BOND EP	CST INDUSTRIES INC.	2996039	September 13, 2005
Arm Actoconce Sentry	CST INDUSTRIES INC.	1928218	October 17, 1995
HYDRA FORCE	CST INDUSTRIES INC.	1928217	October 17, 1995

Mark	Owner	Registration No. (Application No.)	Registration Date (Application Date)
CST INDUSTRIES	CST INDUSTRIES INC.	4180146	July 24, 2012
CST STORAGE	CST INDUSTRIES INC.	4180147	July 24, 2012
TALON	CST INDUSTRIES INC.	4222898	October 9, 2012
CST COVERS	CST INDUSTRIES INC.	4263859	December 25, 2012
WEAVER RECLAIMER SYSTEMS	CST INDUSTRIES INC.	4263857	December 25, 2012
GOLIATH	CST INDUSTRIES INC.	4309003	March 26, 2013
HERCULES	CST INDUSTRIES INC.	4390826	August 27, 2013
	CST INDUSTRIES INC.	4636292	November 11, 2014
OPTIDOME	CST INDUSTRIES INC.	4685219	February 10, 2015
COLUMBIAN TECTANK	CST INDUSTRIES INC.	4688536	February 17, 2015
COLUMBIAN STEEL TANK COMPANY	CST INDUSTRIES INC.	4695368	March 3, 2015

Mark	Owner	Registration No. (Application No.)	Registration Date (Application Date)
BULKTEC	CST INDUSTRIES INC.	3885167	December 7, 2010
HYDROTEC	CST INDUSTRIES INC.	3885168	December 7, 2010
PETROTEC	CST INDUSTRIES INC.	3885166	December 7, 2010
TECTANK FP	CST INDUSTRIES INC.	5330852	November 7, 2017
EDGECOAT II	CST INDUSTRIES INC.	5341955	Nov. 21, 2017
OPTIEDGE	CST INDUSTRIES INC.	(87137090)	(Aug. 12, 2016)
HERCULES	CST INDUSTRIES INC.	798506	November 9, 1965
SEALWELD	CST INDUSTRIES INC.	2344149	April 18, 2000
AR-LON 6100	CST INDUSTRIES INC.	RN: 2144574 SN: 75259507	March 17, 1998
Goliath	CST INDUSTRIES INC.	RN: 846675 SN: 72266105	March 26, 1968
STORAGEPRO	CST INDUSTRIES INC.	RN: 2742809 SN: 76064712	July 29, 2003
KUO-LON	CST INDUSTRIES INC.	RN: 3142988 SN: 78386163	September 12, 2006
SEALWELD	CST INDUSTRIES INC.	RN: 2936290 SN: 78377585	March 29, 2005

Mark	Owner	Registration No. (Application No.)	Registration Date (Application Date)
AQUUS	CST INDUSTRIES INC.	RN: 3800345 SN: 77577489	June 8, 2010

# CST POWER AND CONSTRUCTION, INC. Trademarks

Mark	Owner	Registration No.	Registration Date
CONSERVATEK	CST POWER AND CONSTRUCTION, INC.	2274138	August 31, 1999
TEMCOR	CST POWER AND CONSTRUCTION, INC.	876849	September 16, 1969
ALUMADOME	CST POWER AND CONSTRUCTION, INC.	2490825	September 18, 2001
ALUMAVAULT	CST POWER AND CONSTRUCTION, INC.	2490826	September 18, 2001
CRYSTOGON	CST POWER AND CONSTRUCTION, INC.	951683	January 30, 1973

# <u>Schedule B</u>

# PATENT COLLATERAL

# CST INDUSTRIES, INC. Patents

Patent	Owner	Patent No.	Grant Date
METHOD AND APPARATUS FOR UNLOADING MATERIAL FROM A CONTAINER	CST INDUSTRIES, INC.	8167525	May 1, 2012
LIQUID FILTRATION SYSTEM	CST INDUSTRIES, INC.	8075766	Dec 13, 2011
SILO RECLAIMER	CST INDUSTRIES, INC.	6431810	Aug 13, 2002
ADJUSTABLE OVER-THE-TOP AGITATOR FOR A LIQUID MANURE TANK	CST INDUSTRIES, INC.	4512665	Apr 23, 1985

# CST POWER AND CONSTRUCTION, INC. Patents

Patent	Owner	Patent No.	Grant Date
TANK COVER	CST POWER AND	5921030	Jul 13, 1999
	CONSTRUCTION, INC.		
CYLINDRICAL JOINT AND	CST POWER AND	6887009	May 3, 2005
RETICULATED FRAME	CONSTRUCTION, INC.		
STRUCTURE			
DOUBLE NETWORK	CST POWER AND	7143550	Dec 5, 2006
RETICULATED FRAME	CONSTRUCTION, INC.		
STRUCTURE			

# **CST COVERS INDUSTRIES, INC. Patents**

Patent	Owner	Patent No.	Grant Date
MOUNTING OF	CST Covers Industries,	4843773	Jul 4, 1989
GLAZING	Inc		
PANELS			

149559.00101/106447010v.2

RECORDED: 01/12/2018