

04-26-2001



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231  
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies): **A. O. Smith Corporation**  
State of Delaware\_Corporation

2. Name and address of receiving party(ies):  
Name: **CST Industries, Inc.**  
Address: 5400 Kansas Avenue  
City: **Kansas City** State: **KS** Zip: **66106**  
Type of Company: **Corporation**  
Corporation-State: **Delaware**  
  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance: **Assignment**  
  
Execution Date: **January 9, 2001**

4. A. Trademark Application No.(s) **SEE ATTACHED**

B. Trademark Registration No.(s) **SEE ATTACHED**

Additional numbers attached?  Yes  No

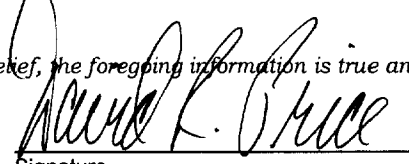
5. Name and address of party to whom correspondence concerning document should be mailed:  
  
David R. Price  
Michael Best & Friedrich LLP  
100 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-4108

6. Total number of applications and registrations involved: **\_20**

7. Total fee (37 CFR 3.41):.....\$ **515.00**  
 Enclosed  
 Deficiencies in fee charged to deposit account

8. Deposit account number: **13-3080**

DO NOT USE THIS SPACE

9. 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.*  
  
David R. Price  
Name of Person Signing  
  
  
Signature  
  
April 10, 2001  
Date  
  
Total number of pages including cover sheet, attachments, and document: **9**

OMB No. 0651-0011 (exp. 4/94)TFORM/TMASSIGN

Attorney File **22132-9001**

United States Postal Service Express Mail Mailing Label No. EL417143123US

cc: Docketing

TRADEMARK  
REEL: 002280 FRAME: 0950

UNITED STATES

REGISTERED TRADEMARKS

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>
1,896,781	May 30, 1995	ALLIANCE
1,166,363	August 25, 1981	AQUASTORE
2,144,574	March 17, 1998	AR-LON 6100
1,928,218	October 17, 1995	ARM ADVANCE SENTRY & Design
2,128,844	January 13, 1998	Design of a Storage Structure
2,164,537	June 9, 1998	EDGECOAT and Design
2,174,547	July 21, 1998	FORCEFLO
2,220,880	January 26, 1999	GLASS 97
846,675	March 26, 1968	GOLIATH
535,492	January 2, 1951	HARVESTORE
798,506	November 9, 1965	HERCULES
1,928,217	October 17, 1995	HYDRA FORCE
2,067,113	June 3, 1997	MARATHON
645,932	May 28, 1957	PERMAGLAS
2,344,149	April 18, 2000	SEALWELD
2,169,126	June 30, 1998	SIERRA and Design
1,019,228	September 2, 1975	SLURRYSTORE
1,177,278	November 10, 1981	TECCAP

UNITED STATES

TRADEMARK APPLICATIONS

<u>Serial Number</u>	<u>Filing Date</u>	<u>Mark</u>
064,712	June 7, 2000	STORAGEPRO
926,737	February 23, 2000	TECSTORE

## TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of January 10, 2001, is by and between **A. O. Smith Corporation**, a Delaware corporation ("SELLER") having its principal place of business at 11270 West Park Place, P. O. Box 23972, Milwaukee, Wisconsin 53223-0972 and **CST Industries, Inc.**, a Delaware corporation ("BUYER") having its principal place of business at 5400 Kansas Avenue, Kansas City, Kansas 66106.

### Background

A. SELLER owns, has adopted, and either has used or has a bona fide intent to use certain trademarks that are the subject of registrations and applications set forth on Exhibit A attached hereto (the "Trademarks").

B. Pursuant to an Agreement for the Purchase and Sale of Assets between A. O. Smith Corporation and CST Industries, Inc., dated December 15, 2000, SELLER has agreed to assign and BUYER has agreed to acquire certain assets of SELLER, including, but not limited to the Trademarks, except as set forth below.

### Agreement

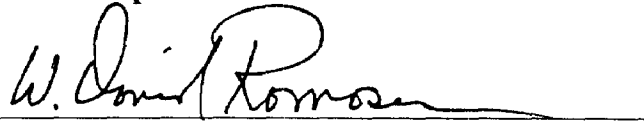
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER has assigned and transferred and does hereby assign and transfer unto BUYER and its successors, assigns, and legal representatives, SELLER's entire worldwide right, title, and interest in and to the Trademarks together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks, and all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect damages, and in and to the registrations and applications on Exhibit A, including all rights under any and all international conventions and treaties in respect of the Trademarks in foreign countries, and SELLER further authorizes BUYER to apply for foreign protection of the Trademarks in foreign countries directly in its own name, and to claim the priority of the filing date of the Trademarks of the United States of America under the provisions of any and all international conventions and treaties; provided, however, that SELLER assigns and transfers unto BUYER and its successors, assigns, and legal representatives, SELLER's entire worldwide right, title, and interest in and to the PERMAGLAS Trademark only with respect to the goods recited in the PERMAGLAS registrations identified on Exhibit A and as used in connection with the assets being sold to BUYER, together with that part of the goodwill of the business connected thereto, and BUYER acknowledges that SELLER reserves all rights in and to the PERMAGLAS trademark with respect to the goods recited in U.S. Registration No. 394,993 and as used in connection with the assets not being sold to BUYER, together with that part of the goodwill of the business connected thereto.

SELLER agrees that, when requested, it will, at BUYER's expense, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Trademarks in all countries and for vesting title thereto in BUYER.

BUYER hereby accepts all of the foregoing.

**A. O. SMITH CORPORATION**  
a Delaware corporation

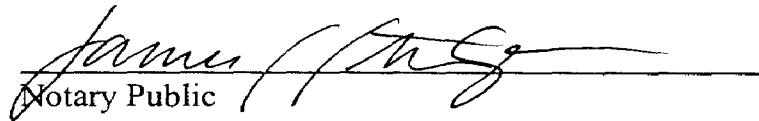
Dated: January 9, 2001

By:   
**W. David Romoser**  
Vice President, General Counsel, Secretary

**ACKNOWLEDGMENT**

STATE OF Wisconsin )  
  ) SS.  
COUNTY OF Milwaukee )

On the 9<sup>th</sup> day of January, 2001, before me personally appeared **W. David Romoser**, known to me or proved to me on the basis of satisfactory evidence to be the **Vice President, General Counsel and Secretary** of **A. O. Smith Corporation** described in and who acknowledged the foregoing instrument and swore and acknowledged that he executed the same as his free act and deed.

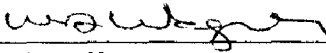
  
Notary Public

My commission ~~expires~~: is permanent

(Seal)

**CST INDUSTRIES, INC.**  
a Delaware corporation


Dated: January 10, 2001

By:   
\_\_\_\_\_  
W. D. Wagner  
CEO

**ACKNOWLEDGMENT**

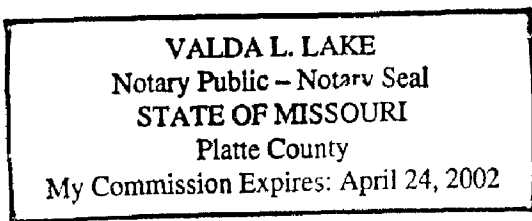
STATE OF Missouri )  
  ) ) SS.  
COUNTY OF Jackson )

On the 9<sup>th</sup> day of JANUARY, 2001, before me personally appeared **W. D. Wagner**, known to me or proved to me on the basis of satisfactory evidence to be the **CEO** of **CST Industries, Inc.**, described in and who acknowledged the foregoing instrument and swore and acknowledged that he executed the same as his free act and deed.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Seal)



**EXHIBIT A**

**UNITED STATES**

**REGISTERED TRADEMARKS**

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064,712	June 7, 2000	STORAGEPRO
926,737	February 23, 2000	TECSTORE

FOREIGN

TRADEMARK REGISTRATIONS

<u>Registration Number</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
265,002	Canada	12/11/81	AQUASTORE
530,554	Mexico	9/11/96	AQUASTORE & Design
1,051,594	Germany	8/9/82	GOLIATH
58/2,418	South Africa	7/23/58	HAR-VES-TOR
6,518,613	Brazil	2/25/77	HARVESTORE
126,948	Canada	6/22/62	HARVESTORE
43,054	Austria	3/7/60	HARVESTORE
1,298,588	France	2/8/95	HARVESTORE
737,011	Germany	4/28/59	HARVESTORE
176,002	Switzerland	5/26/59	HARVESTORE
B62342	New Zealand	7/23/58	HARVESTORE
B138083	Australia	7/22/58	HARVESTORE
885,649	United Kingdom	10/15/65	HARVESTORE
997,100	United Kingdom	8/17/72	HARVESTORE



**FOREIGN****TRADEMARK REGISTRATIONS**

<u>Registration Number</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
79,395	Benelux	11/19/71	HARVESTORE
743/1,960	Denmark	3/26/70	HARVESTORE
89,692	Sweden	6/10/60	HARVESTORE
3,852,132	Italy	12/17/85	HARVESTORE
328,806	Canada	6/12/87	METHA-STORE
594,652	Mexico	11/30/98	PERMAGLAS
227,348	Canada	4/21/78	SLURRYSTORE
331,772	Canada	9/11/87	TECHMASTER

**FOREIGN****TRADEMARK APPLICATIONS**

<u>Serial Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
1079728	Canada	October 23, 2000	ALLIANCE
1082131	Canada	November 9, 2000	ARM ADVANCE SENTRY
1082170	Canada	November 9, 2000	EDGECOAT & Design
1082171	Canada	November 9, 2000	FORCEFLO
1082172	Canada	November 9, 2000	GOLIATH
1082173	Canada	November 9, 2000	HYDRA FORCE
1077027	Canada	October 2, 2000	STORAGEPRO
1082174	Canada	November 9, 2000	TECSTORE