

10-23-2001

10-1507



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101882680  
**TRADEMARKS ONLY**

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

Execution Date  
Month Day Year

Name

Formerly

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

**Receiving Party**

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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.)

07/23/2001 LMUELLER 00000040 75926030

FOR OFFICE USE ONLY

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

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

**TRADEMARK**

REEL: 002386 FRAME: 0803

**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

(314) 259-2619

Name

Daniel A. Crowe, Esq.

Address (line 1)

Bryan Cave LLP

Address (line 2)

211 North Broadway

Address (line 3)

Suite 3600

Address (line 4)

St. Louis, Missouri 63102

**Pages**

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

#

8

**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)

75/926,030

76/064,712

75/926,737

1,896,781

1,166,363

2,144,574

1,928,218

2,128,844

2,164,537

2,174,547

2,220,880

846,675

**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:

#

02-4467

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.

Daniel A. Crowe

Name of Person Signing

Signature

10/10/01

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Enter Additional Conveying Party

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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     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.)

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

**Trademark Applications 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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<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="535,492"/>	<input type="text" value="798,506"/>	<input type="text" value="1,928,217"/>
<input type="text" value="2,067,113"/>	<input type="text" value="645,932"/>	<input type="text" value="2,344,149"/>
<input type="text" value="2,169,126"/>	<input type="text" value="1,019,228"/>	<input type="text" value="1,177,278"/>
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## 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

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

**GRANTEE:**

LASALLE BUSINESS CREDIT, INC.,  
a Delaware corporation, as Agent for the Lenders

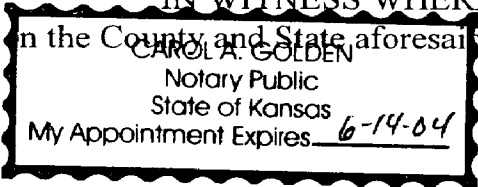
By: Ellen T. Cook  
Name: Ellen T. Cook  
Title: Vice President

STATE OF Kansas )

COUNTY OF Wyandotte )

On this 10th day of January, 2001, before me personally came W.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.



Carol A. Golden  
Notary Public

My Commission Expires: 6-14-04

STATE OF Illinois )

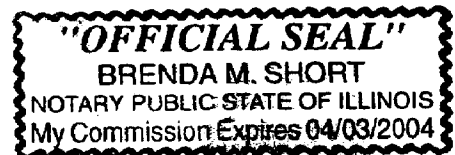
COUNTY OF Cook )

On this 10th day of January, 2001, before me personally came Ellen T. Cook, to me known, who, being by me duly sworn did depose and say that he is the Vice President 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.

Brenda M. Short  
Notary Public

My Commission Expires: 4/3/2004



## SCHEDULE A

### INTELLECTUAL PROPERTY 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

<u>Patent Number</u>	<u>Country</u>	<u>Date of Patent</u>	<u>Title</u>
1,215,017	Canada	December 9, 1986	Drive Mechanism for a Rotatable Sweep Arm
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\*

StoragePro - App. No. 064,712

TecStore - App. No. 926,737

**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. \_\_\_\_\_, filed October 23, 2000

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

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

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

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

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

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

TecStore (Canada) - App. No. \_\_\_\_\_, 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](http://www.aquastore.com)

[www.harvestore.com](http://www.harvestore.com)

[www.slurrystore.com](http://www.slurrystore.com)

[www.tanks.com](http://www.tanks.com)

[www.tectank.com](http://www.tectank.com)

[www.columbiantank.com](http://www.columbiantank.com)