

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3812196

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE RECTORSEAL CORPORATION	03/31/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
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<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6698225
Patent Number:	8734589
Patent Number:	8887392
Patent Number:	9038405
Patent Number:	7389651
Patent Number:	8151621
Patent Number:	8169314
Patent Number:	6273124
Patent Number:	6719004
Patent Number:	9139991
Patent Number:	9010363
Patent Number:	8915986
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<b>PATENT</b>	

<b>Address Line 4:</b> DALLAS, TEXAS 75313-1851	
<b>ATTORNEY DOCKET NUMBER:</b>	13312-584PATSA-RECTORSEAL
<b>NAME OF SUBMITTER:</b>	ANDREA WALKER
<b>SIGNATURE:</b>	/Andrea Walker/
<b>DATE SIGNED:</b>	04/01/2016
<b>Total Attachments: 6</b> source=13312-584 Patent Security Agreement 3-31-2016 - RectorSeal#page1.tif source=13312-584 Patent Security Agreement 3-31-2016 - RectorSeal#page2.tif source=13312-584 Patent Security Agreement 3-31-2016 - RectorSeal#page3.tif source=13312-584 Patent Security Agreement 3-31-2016 - RectorSeal#page4.tif source=13312-584 Patent Security Agreement 3-31-2016 - RectorSeal#page5.tif source=13312-584 Patent Security Agreement 3-31-2016 - RectorSeal#page6.tif	

March 31, 2016

PATENT SECURITY AGREEMENT

WHEREAS, THE RECTORSEAL CORPORATION, a Delaware corporation ("Grantor"), owns the Patents and patent applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of December 11, 2015 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among CSW Industrials, Inc. (the "Company"), CSW Industrials Holdings, Inc., The Whitmore Manufacturing Company, certain subsidiaries of the Company, and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, patent applications and Licenses, and all products and proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country); (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; (c) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements thereof; and (e) all rights corresponding to any of the foregoing throughout the world (the "Patents"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) each License, including, without limitation, each License listed on Schedule 1 annexed hereto; and

(3) accessions to, substitutions for and replacements, Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related

thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

THE RECTORSEAL CORPORATION

By: 

Name: Darrel LeJeune

Title: Vice President

SECURED PARTY:

JPMORGAN CHASE BANK, N.A., as  
administrative agent

By: 

Name: Scott R. Maggard

Title: Senior Underwriter

Schedule 1  
to Patent  
Security Agreement  
Patents

Registered Owner	Nature of such Loan Party's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
THE RECTORSEAL CORPORATION	owner	6,698,225*	March 2, 2004	UNITED STATES
THE RECTORSEAL CORPORATION	owner	8,734,589	May 27, 2014	UNITED STATES
THE RECTORSEAL CORPORATION	owner	8,887,392	November 18, 2014	UNITED STATES
THE RECTORSEAL CORPORATION	owner	9,038,405	May 26, 2015	UNITED STATES
THE RECTORSEAL CORPORATION	owner	7,389,651*	June 24, 2008	UNITED STATES
THE RECTORSEAL CORPORATION	owner	8,151,621*	April 10, 2012	UNITED STATES
THE RECTORSEAL CORPORATION	owner	8,169,314*	May 1, 2012	UNITED STATES

Registered Owner	Nature of such Loan Party's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
THE RECTORSEAL CORPORATION	owner	6,273,124**	August 14, 2001	UNITED STATES
THE RECTORSEAL CORPORATION	owner	6,719,004*	April 13, 2004	UNITED STATES
THE RECTORSEAL CORPORATION	owner	9,139,991	September 22, 2015	UNITED STATES
THE RECTORSEAL CORPORATION	owner	9,010,363	April 21, 2015	UNITED STATES
THE RECTORSEAL CORPORATION	owner	8,915,986	December 23, 2014	UNITED STATES

\*This patent is immaterial to the Grantor's business and will be allowed to lapse due to non-renewal.

\*\*This patent is immaterial to the Grantor's business and Grantor may allow this patent to lapse due to non-renewal.

#### PATENT APPLICATIONS

None

**PATENT**

**REEL: 038174 FRAME: 0008**

**RECORDED: 04/01/2016**