

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5400863

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
RS ACQUISITION SUB, LLC	03/01/2019
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	2200 ROSS AVENUE
Internal Address:	8TH FLOOR
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	10099265
Patent Number:	9423148
Patent Number:	9217580
Patent Number:	9217577
Patent Number:	8967183
Patent Number:	7938288
Application Number:	15970233
CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
<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:	2147455612
Email:	ngraham@winstead.com
Correspondent Name:	NANCY GRAHAM C/O WINSTEAD PC
Address Line 1:	2728 N. HARWOOD STREET
Address Line 2:	SUITE 500
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	13312-584
NAME OF SUBMITTER:	NANCY GRAHAM
SIGNATURE:	/Nancy Graham/

PATENT

DATE SIGNED:	03/01/2019
Total Attachments: 5 source=Patent Security Agreement - RS Acquisition Sub, LLC 201901#page1.tif source=Patent Security Agreement - RS Acquisition Sub, LLC 201901#page2.tif source=Patent Security Agreement - RS Acquisition Sub, LLC 201901#page3.tif source=Patent Security Agreement - RS Acquisition Sub, LLC 201901#page4.tif source=Patent Security Agreement - RS Acquisition Sub, LLC 201901#page5.tif	

March 1, 2019

PATENT SECURITY AGREEMENT

WHEREAS, RS ACQUISITION SUB, LLC, a Delaware limited liability company ("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 First Amended and Restated Pledge and Security Agreement dated as of November 30, 2016 (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., Whitmore Manufacturing, LLC (formerly known as 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 Pages.]

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:

RS ACQUISITION SUB, LLC

By: 

Name: Luke E. Alverson

Title: Vice President and Secretary

SECURED PARTY:

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

By: Alexander Vardaman

Name: Alexander M. Vardaman

Title: Authorized Officer

Schedule 1
to Patent
Security Agreement

Patents

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
RS Acquisition Sub, LLC	Owner	10,099,265	October 16, 2018	USA
RS Acquisition Sub, LLC	Owner	9,423,148	August 23, 2016	USA
RS Acquisition Sub, LLC	Owner	9,217,580	December 22, 2015	USA
RS Acquisition Sub, LLC	Owner	9,217,577	December 22, 2015	USA
RS Acquisition Sub, LLC	Owner	8,967,183	March 3, 2015	USA
RS Acquisition Sub, LLC	Owner	7,938,288	May 10, 2011	USA

Patent Applications

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Application
RS Acquisition Sub, LLC	Owner	15/970,233	May 3, 2018	

PATENT

REEL: 048481 FRAME: 0279

RECORDED: 03/01/2019