

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5545209

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT (ABL)

CONVEYING PARTY DATA

Name	Execution Date
FLO-RITE PRODUCTS COMPANY LLC	05/28/2019
FLO-RITE ENERGY SALES, LLC	05/28/2019
ANVIL INTERNATIONAL, LLC	05/28/2019

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 104

Property Type	Number
Patent Number:	D563896
Patent Number:	6446935
Patent Number:	9194516
Patent Number:	9297484
Patent Number:	9039046
Patent Number:	9631746
Patent Number:	10274115
Patent Number:	9534715
Patent Number:	9500307
Patent Number:	D680630
Patent Number:	D696751
Patent Number:	D680629
Patent Number:	8282136
Patent Number:	8550502
Patent Number:	9239123
Patent Number:	9297482
Patent Number:	10047885
Patent Number:	8615865

PATENT

Property Type	Number
Patent Number:	10036493
Patent Number:	9080630
Patent Number:	8313065
Patent Number:	8646732
Patent Number:	9168585
Patent Number:	10207320
Patent Number:	D647784
Patent Number:	8646814
Patent Number:	9080700
Patent Number:	9052038
Patent Number:	6196039
Patent Number:	6408664
Patent Number:	9546745
Patent Number:	9739398
Patent Number:	10024463
Patent Number:	6487946
Patent Number:	6334285
Patent Number:	6464422
Patent Number:	6508441
Patent Number:	6568642
Patent Number:	6578602
Patent Number:	6629678
Patent Number:	6648278
Patent Number:	6702236
Patent Number:	6749359
Patent Number:	6755379
Patent Number:	6783102
Patent Number:	6898905
Patent Number:	7017868
Patent Number:	7140579
Patent Number:	7516922
Patent Number:	7523895
Patent Number:	8070113
Patent Number:	8726607
Patent Number:	9010697
Patent Number:	9435465
Patent Number:	6076608
Patent Number:	6488097

Property Type	Number
Patent Number:	6752218
Patent Number:	7032680
Patent Number:	6123154
Patent Number:	6119784
Patent Number:	7296634
Patent Number:	8740158
Patent Number:	9339674
Patent Number:	8272615
Patent Number:	8678330
Patent Number:	8413734
Patent Number:	8851196
Patent Number:	9889327
Patent Number:	10010731
Patent Number:	6907938
Patent Number:	9447900
Application Number:	15846980
Application Number:	16059808
Application Number:	16044080
Application Number:	15455225
Application Number:	15359676
Application Number:	15281663
Application Number:	16044095
Application Number:	16044161
Application Number:	16171809
Application Number:	15383691
Application Number:	16043578
Application Number:	16043568
Application Number:	14926781
Application Number:	15378125
Application Number:	16126280
Application Number:	15378138
Application Number:	15852462
Application Number:	16117835
Application Number:	16107297
Application Number:	16144514
Application Number:	16194164
Application Number:	16146204
Application Number:	15894094

Property Type	Number
Application Number:	15290144
Application Number:	15291204
Application Number:	15354356
Application Number:	15291175
Application Number:	15987355
Application Number:	16140676
Application Number:	15644141
Application Number:	15903482
Application Number:	29625294
Application Number:	29625298

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: DORIS KA

SIGNATURE: /Doris Ka/

DATE SIGNED: 05/29/2019

Total Attachments: 10

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ABL PATENT SECURITY AGREEMENT

This ABL PATENT SECURITY AGREEMENT is entered into as of May 28, 2019 (this “**Agreement**”), among Flo-Rite Products Company LLC, Flo-Rite Energy Sales, LLC, Anvil International, LLC (each, a “**Grantor**”) and JPMorgan Chase Bank, N.A. (“**JPM**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain ABL Pledge and Security Agreement, dated as of May 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The ABL Lenders (as defined below) have extended credit to Tailwind Smith Cooper Intermediate Corporation, a Delaware corporation (the “**Lead Borrower**”) subject to the terms and conditions set forth in that certain ABL Credit Agreement dated as of May 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**ABL Credit Agreement**”), by and among the Lead Borrower, Tailwind Smith Cooper Holding Corporation, a Delaware corporation (“**Holdings**”), the Subsidiary Borrowers from time to time party thereto, the Revolving Lenders from time to time party thereto (collectively, the “**ABL Lenders**”) and JPM, in its capacities as administrative agent for the ABL Lenders and collateral agent for the Secured Parties, Swingline Lender and Issuing Bank. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Patent Collateral**”):

- A. all issued and applied for United States Patents, including those issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the right to sue third parties for past, present and future infringements of the foregoing; and
- C. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (C) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if

fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FLO-RIFE PRODUCTS COMPANY LLC

By: 

Name: G. Jason Hild

Title: Chief Executive Officer

FLO-RIFE ENERGY SALES, LLC

By: 

Name: G. Jason Hild

Title: Chief Executive Officer

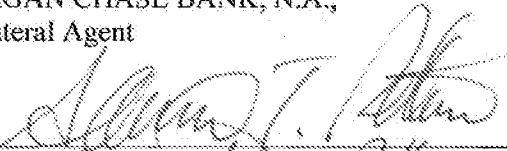
ANVIL INTERNATIONAL, LLC

By: 

Name: G. Jason Hild

Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Alexander S. Patel
Title: Authorized Officer

[Signature Page to ABL Patent Security Agreement]

PATENT
REEL: 049312 FRAME: 0454

SCHEDULE I

PATENTS

REGISTERED OWNER	PATENT NUMBER	DESCRIPTION
FLO-RITE PRODUCTS COMPANY LLC	D563896	ALARM BOX
FLO-RITE PRODUCTS COMPANY LLC	6446935	VALVE DEVICE WITH ELEVATED MOUNTING PADS
Anvil International, LLC	9194516	(ANVIL) SLIP-ON COUPLING
Anvil International, LLC	9297484	(ANVIL) SLIP-ON COUPLING
Anvil International, LLC	9039046	(ANVIL) COUPLING WITH TONGUE AND GROOVE
Anvil International, LLC	9631746	(ANVIL) COUPLING WITH TONGUE AND GROOVE
Anvil International, LLC	10274115	(ANVIL) COUPLING WITH TONGUE AND GROOVE
Anvil International, LLC	9534715	(ANVIL) COUPLING GASKET WITH MULTIPLE SEALING SURFACES
Anvil International, LLC	9500307	(ANVIL) SLIP-ON COUPLING GASKET
Anvil International, LLC	D680630	(ANVIL) SLIP-ON COUPLING ASSEMBLY
Anvil International, LLC	D696751	(ANVIL) SLIP-ON GASKET
Anvil International, LLC	D680629	(ANVIL) SLIP-ON COUPLING SEGMENT
Anvil International, LLC	8282136	(ANVIL) SLIP ON GROOVE COUPLING WITH MULTIPLE SEALING GASKET
Anvil International, LLC	8550502	(ANVIL) SLIP ON GROOVE COUPLING WITH MULTIPLE SEALING GASKET
Anvil International, LLC	9239123	(ANVIL) SLIP ON GROOVE COUPLING WITH MULTIPLE SEALING GASKET
Anvil International, LLC	9297482	(ANVIL) SLIP ON GROOVE COUPLING WITH MULTIPLE SEALING GASKET
Anvil International, LLC	10047885	(ANVIL) SLIP ON GROOVE COUPLING WITH MULTIPLE SEALING GASKET
Anvil International, LLC	8615865	(ANVIL) SLIP ON GROOVE COUPLING WITH MULTIPLE SEALING GASKET
Anvil International, LLC	10036493	(ANVIL) SLIP ON GROOVE COUPLING WITH MULTIPLE SEALING GASKET
Anvil International, LLC	9080630	(ANVIL) SNUBBER WITH SECONDARY FLUID RESERVOIR
Anvil International, LLC	8313065	(ANVIL) ALLOY INSERT CLAMP
Anvil International, LLC	8646732	(ANVIL) MECHANICAL ELBOW CLAMP
Anvil International, LLC	9168585	(ANVIL) COUPLING WITH EXTENDING PARTING LINE
Anvil International, LLC	10207320	(ANVIL) COUPLING WITH EXTENDING PARTING LINE
Anvil International, LLC	D647784	(ANVIL) CONDUIT HANGER
Anvil International, LLC	8646814	(ANVIL) COUPLING GASKET AND ASSOCIATED METHODS

REGISTERED OWNER	PATENT NUMBER	DESCRIPTION
Anvil International, LLC	9080700	(ANVIL) COUPLING GASKET AND ASSOCIATED METHODS
Anvil International, LLC	9052038	(ANVIL) SWAY BRACE RETAINING CLIP
Anvil International, LLC	6196039	(ANVIL) GROOVE ROLLING OF PIPE ELEMENTS
Anvil International, LLC	6408664	(ANVIL) HYDRAULIC POSITIONING ASSEMBLY FOR COLD ROLLING TUBES
Anvil International, LLC	9546745	(ANVIL) BI-DIRECTIONAL ROLLER ASSEMBLY
Anvil International, LLC	9739398	(ANVIL) BI-DIRECTIONAL ROLLER ASSEMBLY
Anvil International, LLC	10024463	(ANVIL) BI-DIRECTIONAL ROLLER ASSEMBLY
Anvil International, LLC	6487946	(ANVIL) THREAD DEVICE
Anvil International, LLC	6334285	(AFCON) HANGER FOR MOUNTING TO I-BEAMS
Anvil International, LLC	6464422	(AFCON) SEISMIC ADAPTER APPARATUS AND METHOD
Anvil International, LLC	6508441	(AFCON) SWAY BRACE
Anvil International, LLC	6568642	(AFCON) ANGLE BRACKET
Anvil International, LLC	6578602	(AFCON) ALARM VALVE SYSTEM
Anvil International, LLC	6629678	(AFCON) SEISMIC ADAPTER
Anvil International, LLC	6648278	(AFCON) OFFSET HANGER
Anvil International, LLC	6702236	(AFCON) DOUBLE OFFSET HANGER
Anvil International, LLC	6749359	(AFCON) SEISMIC SUSPENSION SYSTEM
Anvil International, LLC	6755379	(AFCON) FIRE SPRINKLER MOUNT
Anvil International, LLC	6783102	(AFCON) FIRE SPRINKLER MOUNT
Anvil International, LLC	6898905	(AFCON) OFFSET BEAM CLAMP
Anvil International, LLC	7017868	(AFCON) FIRE SPRINKLER MOUNT
Anvil International, LLC	7140579	(AFCON) SWAY BRACE CLAMP
Anvil International, LLC	7516922	(AFCON) SWAY BRACE AND METHOD FOR SECURING A PIPE OF CONDUIT AGAINST SWAY
Anvil International, LLC	7523895	(AFCON) SWAY BRACE AND METHOD FOR SECURING A PIPE OR CONDUIT AGAINST SWAY
Anvil International, LLC	8070113	(AFCON) SWAY BRACE
Anvil International, LLC	8726607	(AFCON) SWAY BRACE ASSEMBLY AND METHOD OF RESTRAINING PIPE RELATIVE TO A BUILDING STRUCTURE
Anvil International, LLC	9010697	(AFCON) SINGLE ANCHOR UTILITY HANGER

Schedule I

#92065870v4

PATENT
REEL: 049312 FRAME: 0456

REGISTERED OWNER	PATENT NUMBER	DESCRIPTION
Anvil International, LLC	9435465	(AFCON) BRACKET FOR UTILITIES SUPPORT HARDWARE
Anvil International, LLC	6076608	(FLEXHEAD) FIRE-SUPPRESSION SPRINKLER SYSTEM AND METHOD FOR INSTALLATION AND RETROFIT
Anvil International, LLC	6488097	(FLEXHEAD) FIRE PROTECTION SPRINKLER HEAD SUPPORT
Anvil International, LLC	6752218	(FLEXHEAD) FIRE PROTECTION SPRINKLER HEAD SUPPORT
Anvil International, LLC	7032680	(FLEXHEAD) FIRE PROTECTION SPRINKLER HEAD SUPPORT
Anvil International, LLC	6123154	(FLEXHEAD) SUPPORT SYSTEM ATTACHMENT MECHANISM FOR FIRE PROTECTION SPRINKLERS
Anvil International, LLC	6119784	SUPPORT SYSTEM FOR FIRE PROTECTION SPRINKLERS
Anvil International, LLC	7296634	(FLEXHEAD) DECORATIVE SUPPORT PANEL
Anvil International, LLC	8740158	(FLEXHEAD) HAT CHANNEL ADAPTOR FOR SPRINKLER SUPPORT ASSEMBLY
Anvil International, LLC	9339674	(FLEXHEAD) HAT CHANNEL ADAPTOR FOR SPRINKLER SUPPORT ASSEMBLY
Anvil International, LLC	8272615	(FLEXHEAD) HUB WITH LOCKING MECHANISM
Anvil International, LLC	8678330	(FLEXHEAD) HUB WITH LOCKING MECHANISM
Anvil International, LLC	8413734	(FLEXHEAD) CLAMP FOR SPRINKLER SUPPORT ASSEMBLY
Anvil International, LLC	8851196	(FLEXHEAD) CLAMP FOR SPRINKLER SUPPORT ASSEMBLY
Anvil International, LLC	9889327	(FLEXHEAD) ADJUSTABLE BRACKET AND HUB FOR FLEXIBLE HOSE SUPPORT
Anvil International, LLC	10010731	(FLEXHEAD) SPRINKLER DROP BRACKET FOR INTERSECTING DOWNLIGHT
Anvil International, LLC	D846970	(FLEXHEAD) CONDUIT HANGER ADAPTER
Anvil International, LLC	6907938	Decorative Support Panel
Anvil International, LLC	9447900	Non-Conductive Roller Assembly

Schedule I

#92065870v4

PATENT
REEL: 049312 FRAME: 0457

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
FLO-RITE ENERGY SALES, LLC	15/846,980	TEE CONNECTOR
FLO-RITE ENERGY SALES, LLC	16/059,808	PIPE COUPLING
Anvil International, LLC	16044080	(ANVIL) PRE-ASSEMBLED COUPLING WITH CAP
Anvil International, LLC	15455225	(ANVIL) COUPLING WITH TONGUE AND GROOVE
Anvil International, LLC	15359676	(ANVIL) COUPLING GASKET WITH MULTIPLE SEALING SURFACES
Anvil International, LLC	15281663	(ANVIL) SLIP-ON COUPLING GASKET
Anvil International, LLC	16044095	(ANVIL) PRE-ASSEMBLED COUPLING ASSEMBLY WITH FLEXIBLE HOSE ADAPTER
Anvil International, LLC	16044161	(ANVIL) PRE-ASSEMBLED COUPLING ASSEMBLIES WITH PIPE FITTING
Anvil International, LLC	16171809	(ANVIL) PRE-ASSEMBLED COUPLING ASSEMBLIES WITH PIPE FITTING
Anvil International, LLC	15383691	(ANVIL) CLEANLINE THREADER
Anvil International, LLC	16043578	(ANVIL) CLEANLINE THREADER
Anvil International, LLC	16043568	(ANVIL) CLEANLINE THREADER
Anvil International, LLC	14926781	(ANVIL) MECHANICAL BRANCH OUTLET
Anvil International, LLC	15378125	(ANVIL) PIPE COUPLINGS
Anvil International, LLC	16126280	(ANVIL) PIPE COUPLINGS
Anvil International, LLC	15378138	(ANVIL) PIPE COUPLING WITH CLOSED RING
Anvil International, LLC	15852462	(ANVIL) MALLEABLE PRESS FITTINGS
Anvil International, LLC	16117835	(ANVIL) ADJUSTABLE FITTING ASSEMBLY
Anvil International, LLC	16107297	(ANVIL) FITTING FOR CONCENTRICALLY LOADING A PIPE ELEMENT
Anvil International, LLC	16144514	(ANVIL) PIPE CLAMP
Anvil International, LLC	16194164	(ANVIL) ADJUSTABLE RISER SUPPORT ASSEMBLY
Anvil International, LLC	16146204	(ANVIL) PIPE COUPLING
Anvil International, LLC	15894094	(FLEXHEAD) ADJUSTABLE BRACKET AND HUB FOR FLEXIBLE HOSE SUPPORT
Anvil International, LLC	15290144	(FLEXHEAD) SPRINKLER ASSEMBLY CONNECTOR FOR FLEXIBLE CONDUIT
Anvil International, LLC	15291204	(FLEXHEAD) SNAP TO GRID BRACKET FOR A SPRINKLER SUPPORT ASSEMBLY

APPLICANT	APPLICATION NO.	DESCRIPTION
Anvil International, LLC	15354356	(FLEXHEAD) FIRE SPRINKLER ASSEMBLY INCLUDING ADJUSTABLE DROP
Anvil International, LLC	15291175	(FLEXHEAD) SNAP TO GRID BRACKET FOR A SPRINKLER SUPPORT ASSEMBLY
Anvil International, LLC	15987355	(FLEXHEAD) SPRINKLER DROP BRACKET FOR INTERSECTING DOWNLIGHT
Anvil International, LLC	16140676	(FLEXHEAD) SPRINKLER DROP BRACKET FOR INTERSECTING DOWNLIGHT
Anvil International, LLC	15644141	(FLEXHEAD) HANGING CONNECTOR FOR FLEXIBLE SPRINKLER CONDUIT
Anvil International, LLC	15903482	(FLEXHEAD) ANGLED BRACKET FOR A FIRE SPRINKLER SUPPORT ASSEMBLY
Anvil International, LLC	29625294	(FLEXHEAD) WELD OUTLET

Schedule I

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RECORDED: 05/29/2019

PATENT
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