

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6725263

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BALCO, INC.	05/18/2021
	RECTORSEAL, LLC	05/18/2021
	SMOKE GUARD, INC.	05/18/2021
	WHITMORE MANUFACTURING, LLC	05/18/2021
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	
Street Address:	2200 ROSS AVENUE, 8TH FLOOR	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 66		
Property Type	Number	
Patent Number:	6581347	
Patent Number:	8601760	
Patent Number:	8720138	
Patent Number:	6955017	
Patent Number:	7856781	
Patent Number:	8079190	
Patent Number:	8245471	
Patent Number:	8464485	
Patent Number:	8607519	
Patent Number:	8646235	
Patent Number:	7104717	
Patent Number:	8298345	
Patent Number:	7348484	
Patent Number:	6863116	
Patent Number:	8887392	
Patent Number:	7478794	
Patent Number:	9772113	

PATENT

Property Type	Number
Patent Number:	10113754
Patent Number:	7128306
Patent Number:	7246789
Patent Number:	6612455
Patent Number:	6442955
Patent Number:	10323857
Patent Number:	9010363
Patent Number:	8578770
Patent Number:	9139991
Patent Number:	7710283
Patent Number:	8561417
Patent Number:	8151580
Patent Number:	8220768
Patent Number:	6698215
Patent Number:	6557826
Patent Number:	10962256
Patent Number:	7878019
Patent Number:	7673646
Patent Number:	7900795
Patent Number:	7744395
Patent Number:	D630709
Patent Number:	9038405
Patent Number:	10323411
Patent Number:	7024972
Patent Number:	8734589
Patent Number:	9416986
Patent Number:	8317169
Patent Number:	8154313
Patent Number:	7618067
Patent Number:	7028742
Patent Number:	8016017
Patent Number:	8113266
Patent Number:	8646510
Patent Number:	9610464
Patent Number:	9616260
Patent Number:	7000668
Patent Number:	9457954
Patent Number:	8434597

Property Type	Number
Patent Number:	6498130
Patent Number:	10814890
Patent Number:	9617498
Patent Number:	10214225
Patent Number:	10960907
Patent Number:	10173700
Application Number:	16849624
Application Number:	16643902
Application Number:	16806114
Application Number:	16402046
Application Number:	17066158

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1379001 PAT
NAME OF SUBMITTER:	THERESA VOLANO
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	05/24/2021

Total Attachments: 8

source=CSW Industrials - Patent Security Agreement - Filing#page3.tif
source=CSW Industrials - Patent Security Agreement - Filing#page4.tif
source=CSW Industrials - Patent Security Agreement - Filing#page5.tif
source=CSW Industrials - Patent Security Agreement - Filing#page6.tif
source=CSW Industrials - Patent Security Agreement - Filing#page7.tif
source=CSW Industrials - Patent Security Agreement - Filing#page8.tif
source=CSW Industrials - Patent Security Agreement - Filing#page9.tif
source=CSW Industrials - Patent Security Agreement - Filing#page10.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of May 18, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is entered into by and between BALCO, INC., a Kansas corporation, RECTORSEAL, LLC, a Delaware limited liability company, SMOKE GUARD, INC., a Nevada corporation, and WHITMORE MANUFACTURING, LLC, a Delaware limited liability company (each a “Grantor” and collectively, the “Grantors”), and JPMORGAN CHASE BANK, N.A. (“JPMorgan”), as collateral agent for the Secured Parties (as defined in the Credit Agreement (as defined below)) (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement, dated as of May 18, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among CSW Industrials Holdings, LLC, a Delaware limited liability company (the “Company”), the Guarantors from time to time party thereto and the Collateral Agent and (b) the Second Amended and Restated Credit Agreement, dated as of May 18, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the other Loan Parties party thereto, the Lenders from time to time party thereto and JPMorgan, as administrative agent and as Collateral Agent. The Lenders have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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 Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

- (i) all Patents, including those listed on Schedule I attached hereto;
- (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect to any of the foregoing; and
- (iii) rights to sue for past, present and future infringement, misappropriation or other violations of any of the foregoing.

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 Guarantee and Collateral 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 Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of page intentionally left blank]

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

BALCO, INC., as Grantor

By: 

Name: Luke Alverson

Title: Vice President and Secretary

RECTORSEAL, LLC, as Grantor

By: 

Name: Luke Alverson

Title: Vice President and Secretary

SMOKE GUARD, INC., as Grantor

By: 

Name: Luke Alverson

Title: Vice President and Secretary

T.A. INDUSTRIES, INC., as Grantor

By: 

Name: Luke Alverson

Title: Vice President and Secretary

WHITMORE MANUFACTURING, LLC, as Grantor

By: 

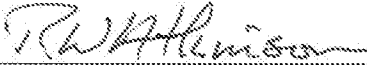
Name: Luke Alverson

Title: Vice President and Secretary

[Signature Page to Patent Security Agreement]

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

By:



Name: Richard W. Atkinson

Title: Authorized Signer

[Signature Page to Patent Security Agreement]

SCHEDULE I

Patents

Title	Patent No. / Reg. Date	App. No. / Filing Date	Owner
EXPANSION JOINT COVER	6581347 20030624	10/078079 20020215	Balco, Inc.
FIRE BARRIER	8601760 20131210	11/625174 20070119	Balco, Inc.
FIRE BARRIER	8720138 20140513	14/088071 20131122	Balco, Inc.
FIRE BARRIER TRANSITIONS	6955017 20051018	10/288895 20021105	Balco, Inc.
FIRE BLANKET FOR EXPANSION JOINTS AND METHOD FOR RETARDING FIRE PAST EXPANSION JOINTS		16/849624 20200415	Balco, Inc.
FIRE RESISTIVE JOINT COVER SYSTEM	7856781 20101228	11/625185 20070119	Balco, Inc.
FIRE RESISTIVE JOINT COVER SYSTEM	8079190 20111220	12/971823 20101217	Balco, Inc.
FIRE RESISTIVE JOINT COVER SYSTEM	8245471 20120821	12/420906 20090409	Balco, Inc.
FIRE RESISTIVE JOINT COVER SYSTEM	8464485 20130618	13/115675 20110525	Balco, Inc.
FIRE RESISTIVE JOINT COVER SYSTEM	8607519 20131217	13/557892 20120725	Balco, Inc.
FIRE RESISTIVE JOINT COVER SYSTEM	8646235 20140211	13/281030 20111025	Balco, Inc.
ROOF JOINT COVER	7104717 20060912	10/798461 20040311	Balco, Inc.
A METHOD FOR CLEANING A HEAT EXCHANGER	8298345 20121030	12/557780 20090911	RectorSeal, LLC
A METHOD OF ASSISTING A COMPROMISED BARRIER	7348484 20080325	09/764572 20010118	RectorSeal, LLC
AN IMPROVED FIRE-STOP INSERT		16/643902 20180925	RectorSeal, LLC
APPARATUS AND METHOD FOR COLLECTION AND DISPOSAL OF WASTE-WATER AND DEBRIS FROM HEAT EXCHANGER TUBES AND OTHER SOURCES	6863116 20050308	10/816281 20040401	RectorSeal, LLC
APPARATUS AND METHODS FOR CONNECTING A DRAIN PAN OVERFLOW SENSOR TO A DUCTLESS MINI-SPLIT HVAC SYSTEM	8887392 20141118	13/669761 20121106	RectorSeal, LLC
APPARATUS AND METHODS FOR GRIPPING AN ELONGATED ITEM	7478794 20090120	11/527130 20060926	RectorSeal, LLC
APPARATUS AND METHODS FOR TEMPORARILY HOLDING THE EVAPORATOR/FAN UNIT OF A DUCTLESS MINI-SPLIT HVAC SYSTEM PROXIMATE TO A WALL	9772113 20170926	29/513605 20141014	RectorSeal, LLC

Title	Patent No. / Reg. Date	App. No. / Filing Date	Owner
APPARATUS FOR TEMPORARILY HOLDING AN EVAPORATOR/FAN UNIT OF A DUCTLESS MINI-SPLIT HVAC SYSTEM PROXIMATE TO A WALL	10113754 20181030	15/665978 20170801	RectorSeal, LLC
CABLE CLAMPING APPARATUS AND METHOD	7128306 20061031	11/094471 20050331	RectorSeal, LLC
CABLE CLAMPING APPARATUS AND METHOD	7246789 20070724	11/068386 20050301	RectorSeal, LLC
CAP LOCK ASSEMBLY AND SYSTEM	6612455 20030902	10/095770 20020109	RectorSeal, LLC
CONDENSATE OVERFLOW SAFETY SWITCH	6442955 20020903	09/861551 20010522	RectorSeal, LLC
COUPLING HARNESS FOR HVAC MINI-SPLIT SYSTEM	10323857 20190618	15/416436 20170126	RectorSeal, LLC
DRAIN VALVE	9010363 20150421	14/210103 20140313	RectorSeal, LLC
ENCAPSULATED LIQUID LEVEL SENSOR DEVICE	8578770 20131112	12/925926 20101102	RectorSeal, LLC
FLOOR DRAIN VALVE WITH RESILIENTLY MOUNTED RIGID FLAPPERS	9139991 20150922	13/362221 20120131	RectorSeal, LLC
FLUID-LEVEL SENSING DEVICE WITH ENCAPSULATED MICRO SWITCH	7710283 20100504	12/012307 20080131	RectorSeal, LLC
FLUID-SENSING SWITCH SYSTEM WITH REDUNDANT SAFETY ALARM CAPABILITY	8561417 20131022	12/796609 20100608	RectorSeal, LLC
FLUID-SENSING SWITCH SYSTEM WITH REDUNDANT SAFETY RESPONSE CAPABILITY	8151580 20120410	12/337574 20081217	RectorSeal, LLC
FURNACE RISER	8220768 20120717	12/620317 20091117	RectorSeal, LLC
LEVEL SENSORY DEVICE AND MOUNTING BRACKET THEREFOR	6698215 20040302	10/160392 20020531	RectorSeal, LLC
LOW LEAKAGE BUTTERFLY DAMPER	6557826 20030506	09/953602 20010917	RectorSeal, LLC
NESTING MOLDED EQUIPMENT SUPPORT PADS	10962256 20210330	16/871465 20200511	RectorSeal, LLC
ONE PIECE FLOAT SWITCH HOUSING AND DRAIN LINE ASSEMBLY WITH CONDENSATE COLLECTION PAN	7878019 20110201	11/478904 20060630	RectorSeal, LLC
PAN WITH INTEGRATED EGG-SHAPED SUPPORTS	7673646 20100309	11/973865 20071010	RectorSeal, LLC
PAN WITH INTEGRATED SUPPORT SYSTEM AND FLOAT SWITCH/DRAIN MOUNT	7900795 20110308	11/786667 20070412	RectorSeal, LLC
QUICK-DISCONNECT WATERPROOF CONNECTOR	7744395 20100629	12/575441 20091007	RectorSeal, LLC
RAIL PLATE USED FOR SECURING A FLOAT SWITCH AND A DRAIN LINE CONNECTION TO A FLUID COLLECTION PAN	D630709 20110111	29/320941 20080708	RectorSeal, LLC

Title	Patent No. / Reg. Date	App. No. / Filing Date	Owner
SOLID STATE CONTROL SYSTEM	9038405 20150526	12/806977 20100825	RectorSeal, LLC
SYSTEMS AND METHODS FOR ASSISTING IN REDUCING THE SPREAD OF FIRE, SMOKE OR HEAT IN A BUILDING	10323411 20190618	16/008117 20180614	RectorSeal, LLC
SYSTEMS AND METHODS FOR ASSISTING IN REDUCING THE SPREAD OF FIRE, SMOKE OR HEAT IN A BUILDING		16/806114 20200302	RectorSeal, LLC
TOOL FOR REMOVING AND TIGHTENING SCREW-ON DRAINS	7024972 20060411	10/856566 20040527	RectorSeal, LLC
USE OF LIQUID FLUSHING COMPOSITION IN CLEANING A HEAT EXCHANGER	8734589 20140527	13/593221 20120823	RectorSeal, LLC
VALVE FOR ROOF VENT	9416986 20160816	14/580068 20141222	RectorSeal, LLC
VIBRATION ISOLATOR	8317169 20121127	12/574062 20091006	RectorSeal, LLC
WATER DETECTION ASSEMBLY FOR PRIMARY DRAIN LINES	8154313 20120410	12/565765 20090924	RectorSeal, LLC
WELDED DRAIN SPOUT	7618067 20091117	11/458913 20060720	RectorSeal, LLC
SYSTEM AND METHOD FOR SEALING OPENINGS IN RESPONSE TO SMOKE, NOXIOUS FUMES, OR CONTAMINATED AIR USING A ROLL-DOWN BARRIER	7028742 20060418	10/949686 20040924	Smoke Guard, Corporation
BARRIER SYSTEMS AND ASSOCIATED METHODS, INCLUDING VAPOR AND/OR FIRE BARRIER SYSTEMS	8016017 20110913	11/828974 20070726	Smoke Guard, Inc.
BARRIER SYSTEMS AND ASSOCIATED METHODS, INCLUDING VAPOR AND/OR FIRE BARRIER SYSTEMS	8113266 20120214	12/353747 20090114	Smoke Guard, Inc.
BARRIER SYSTEMS AND ASSOCIATED METHODS, INCLUDING VAPOR AND/OR FIRE BARRIER SYSTEMS	8646510 20140211	13/093780 20110425	Smoke Guard, Inc.
DEPLOYABLE, FOLDABLE SMOKE/FIRE CURTAIN ASSEMBLY	9610464 20170404	14/749434 20150624	Smoke Guard, Inc.
HORIZONTALLY DEPLOYABLE SMOKE/FIRE CURTAIN ASSEMBLY	9616260 20170411	14/749473 20150624	Smoke Guard, Inc.
SMOKE SCREEN APPARATUS WITH MANUAL EGRESS CAPABILITY		16/402046 20190502	Smoke Guard, Inc.
SYSTEM AND METHOD FOR SEALING OPENINGS IN RESPONSE TO SMOKE, NOXIOUS FUMES, OR CONTAMINATED AIR USING A ROLL-DOWN BARRIER	7000668 20060221	10/172685 20020613	Smoke Guard, Inc.
BREATHER SYSTEM AND METHOD	9457954 20161004	13/809538 20110720	Whitmore Manufacturing, LLC

Title	Patent No. / Reg. Date	App. No. / Filing Date	Owner
FITTING COVER	8434597 20130507	12/332342 20081211	Whitmore Manufacturing, LLC
FRICTION CONTROL COMPOSITION WITH HIGH AND POSITIVE FRICTION CHARACTERISTICS		17/066158 20201008	Whitmore Manufacturing, LLC
LUBRICATING GREASE COMPOSITION AND PREPARATION	6498130 20021224	09/895907 20010629	Whitmore Manufacturing, LLC
METHODS OF AND COMPOSITIONS FOR CONTROLLING FRICTION	108148890 20201027	16/279614 20190219	Whitmore Manufacturing, LLC
METHODS OF AND COMPOSITIONS FOR CONTROLLING FRICTION	10814890 20201027	16/279614 20190219	Whitmore Manufacturing, LLC
POSITIVE FRICTION CONTROL COMPOSITION FOR RAILWAYS	9617498 20170411	14/655903 20140103	Whitmore Manufacturing, LLC
THIXOTROPIC GEL OR LIQUID FOR FRICTION CONTROL AND METHOD OF USING THE SAME	10214225 20190226	15/482556 20170407	Whitmore Manufacturing, LLC
TOP OF RAIL APPLICATOR	10960907 20210330	16/203797 20181129	Whitmore Manufacturing, LLC
TOP OF RAIL APPLICATOR AND METHOD OF USING THE SAME	10173700 20190108	14/967264 20151211	Whitmore Manufacturing, LLC