

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7569369

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
RIG-A-LITE LLC (F/K/A RIG-A-LITE PARTNERSHIP LTD.)	09/30/2022

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	900 BUILDING, 900 W TRADE STREET
Internal Address:	GATEWAY VILLAGE
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	D770673
Patent Number:	8898940
Patent Number:	8764219
Patent Number:	D700097
Patent Number:	D637339
Patent Number:	D637340
Patent Number:	7287347

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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: 7145401235

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Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000

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ATTORNEY DOCKET NUMBER:	039948-0025
NAME OF SUBMITTER:	ANNA T KWAN

SIGNATURE:	/atk/
DATE SIGNED:	09/30/2022
Total Attachments: 6 source=Gold - Patent Security Agreement Execution Version (135882753.1)#page1.tif source=Gold - Patent Security Agreement Execution Version (135882753.1)#page2.tif source=Gold - Patent Security Agreement Execution Version (135882753.1)#page3.tif source=Gold - Patent Security Agreement Execution Version (135882753.1)#page4.tif source=Gold - Patent Security Agreement Execution Version (135882753.1)#page5.tif source=Gold - Patent Security Agreement Execution Version (135882753.1)#page6.tif	

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 30, 2022 (this "Agreement"), made by AZZ WSI LLC, a Delaware limited liability company, Central Electric Company LLC, a Missouri limited liability company (f/k/a Central Electric Company, a Missouri corporation), and Rig-A-Lite LLC, a Texas limited liability company (f/k/a Rig-A-Lite Partnership Ltd., a Texas limited partnership) (each a "Pledgor", and collectively, the "Pledgors"), in favor of Bank of America, N.A., as Administrative Agent (as defined below).

Reference is made to the Security Agreement, dated as of September 30, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), between the Pledgors, the other Grantors from time to time party thereto and Bank of America, N.A., as administrative agent (together with its successors and permitted assigns in such capacity, the "Administrative Agent") for the Secured Parties (as defined therein).

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.* To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Pledgor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Pledgor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "IP Collateral"):

- (i) all Patents, including those listed on Schedule I; and
- (ii) all products and Proceeds thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. *Counterparts.* This Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention.

SECTION 5. *Governing Law.* THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW 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.

AZZ WSI LLC,
as a Pledgor

By: Shekhar Varanasi
Name: Shekhar Varanasi
Title: Vice President

CENTRAL ELECTRIC COMPANY LLC,
as a Pledgor

By: Shekhar Varanasi
Name: Shekhar Varanasi
Title: Vice President

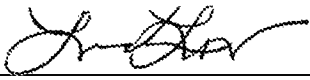
RIG-A-LITE LLC,
as a Pledgor

By: Shekhar Varanasi
Name: Shekhar Varanasi
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 061277 FRAME: 0923

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____

Name: Linda Lov
Title: Vice President

Schedule I

Patents

<u>Company</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
AZZ WSI LLC	Equipment and process for applying an external structural weld to piping and similarly shaped pressure boundary components	8/9/2006	Granted	7560662
AZZ WSI LLC	Process and method to increase the hardness of fe-cr-c weld overlay alloy	3/23/2007	Granted	8419868
AZZ WSI LLC	Apparatus for butt-welding tube joints	4/6/2009	Granted	8143549
AZZ WSI LLC	Alloy, overlay, and methods thereof	1/19/2010	Granted	9808877
AZZ WSI LLC	Welding apparatus having a wire pulser and methods thereof	1/7/2020	Granted	10525546
AZZ WSI LLC	Method of forming flat bar	8/7/2014	Granted	9724742
AZZ WSI LLC	Support skirt for coking drum	4/12/2019	Granted	10676677
Central Electric Company LLC	Arc-Resistant Switchgear Enclosure with Vent Arrangement of a Lower Compartment	11/14/2012	Granted	8785770
Central Electric Company LLC	Arc-Resistant Switchgear Enclosure with Vent Prop and Latch	11/14/2012	Granted	8791361
Central Electric Company LLC	Arc-Resistant Switchgear Enclosure with Door Latch Mechanism	10/10/2012	Granted	8733853
Central Electric Company LLC	Arc-Resistant Switchgear Enclosure with Latch for Vent Prop	10/22/2012	Granted	8842421
Rig-A-Lite LLC (f/k/a Rig-A-Lite Partnership Ltd.)	LED light fixture double seal end cap	11/1/2016	Granted	D770673
Rig-A-Lite LLC (f/k/a Rig-A-Lite Partnership Ltd.)	Hazardous-rated exit sign and floodlights	12/2/2014	Granted	8898940
Rig-A-Lite LLC (f/k/a Rig-A-Lite Partnership Ltd.)	Sealed LED light fixture for use in food processing applications	7/1/2014	Granted	8764219

<u>Company</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Rig-A-Lite LLC (f/k/a Rig-A-Lite Partnership Ltd.)	Exit sign and floodlights	2/25/2014	Granted	D700097
Rig-A-Lite LLC (f/k/a Rig-A-Lite Partnership Ltd.)	LED light fixture	5/3/2011	Granted	D637339
Rig-A-Lite LLC (f/k/a Rig-A-Lite Partnership Ltd.)	LED light fixture	5/3/2011	Granted	D637340
Rig-A-Lite LLC (f/k/a Rig-A-Lite Partnership Ltd.)	Hazardous-location-rated exit sign	10/30/2007	Granted	7287347