

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7573690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
CITIBANK, N.A., AS COLLATERAL AGENT	09/30/2022

RECEIVING PARTY DATA

Name:	AZZ WSI LLC
Street Address:	ONE MUSEUM PLACE, SUITE 500
Internal Address:	3100 WEST 7TH STREET
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76107
Name:	CENTRAL ELECTRIC COMPANY
Street Address:	ONE MUSEUM PLACE, SUITE 500
Internal Address:	3100 WEST 7TH STREET
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76107

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	7560662
Patent Number:	8419868
Patent Number:	8143549
Patent Number:	9808877
Patent Number:	10525546
Patent Number:	9724742
Patent Number:	10676677
Patent Number:	8785770
Patent Number:	8791361
Patent Number:	8733853
Patent Number:	8842421

CORRESPONDENCE DATA

Fax Number: (212)310-8007

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.

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NAME OF SUBMITTER:	EVAN NICHOLS
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SIGNATURE:	/Evan Nichols/
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DATE SIGNED:	10/04/2022
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Total Attachments: 4

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TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT (this "Termination"), is dated as of September 30, 2022, and made by Citibank, N.A., as Collateral Agent (the "Collateral Agent"), to AZZ WSI LLC and Central Electric Company (collectively, the "Grantors").

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of May 13, 2022, made by AZZ WSI LLC in favor of the Collateral Agent (the "Patent Security Agreement"), a security interest was granted by AZZ WSI LLC to the Collateral Agent in the Patents (as hereinafter defined);

WHEREAS, the Patent Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on May 13, 2022 at Reel/Frame 060062/0864; and

WHEREAS, the Collateral Agent now desires to release the Patent Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Collateral Agent hereby states as follows:

1. Definitions.

- a. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or Credit Agreement, as applicable.
- b. The term "Patent Collateral" as used herein, shall mean all of the Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (i) all letters of patent of the United States, any other country, union of countries or any political subdivision of any of the foregoing, all reissues and extensions thereof, including any of the foregoing listed on Schedule I hereto, (ii) all applications for letters of patent of the United States or any other country or union of countries or any political subdivision of any of the foregoing and all divisions, continuations and continuations-in-part thereof, including any of the foregoing listed on Schedule I hereto, (iii) the right to, and to obtain, any reissues or extensions of the foregoing, (iv) the right to sue or otherwise recover for past, present and future infringement of any of the foregoing, and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges fully its security interest in the Patent Collateral as set forth on Schedule A hereto and reassigns to the person or persons legally entitled thereto all right, title and interest of the Collateral Agent in the Patent Collateral.

3. Recordation. The Collateral Agent hereby authorizes the Grantors, or the Grantors' authorized representative or representatives, as the case may be, to record this Termination with the USPTO and any other applicable governmental office or agency. The Collateral Agent further authorizes and requests that the Commissioner for Patents in the USPTO, and any other necessary United States government officer, record this Termination. The Collateral Agent further agrees to execute and deliver to the Grantors any and all further documents and instruments, and do any and all further acts which the Grantors (or their agents or designees) reasonably request (at the Grantors' sole cost and expense) in order to confirm this Termination and the Grantors' right, title and interest in, to and under the Patent Collateral.
4. Delivery. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Termination shall be effective as delivery of an original executed counterpart of this Termination.
5. This Termination and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Michael Foster
Title: Senior Vice President

SCHEDULE A

Issued Patents

Country	Title	Issue Date	Patent No.	Owner
USA	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	7/14/2009	7560662	AZZ WSI LLC
USA	PROCESS AND METHOD TO INCREASE THE HARDNESS OF Fe-Cr-C WELD OVERLAY ALLOY	4/16/2013	8419868	AZZ WSI LLC
USA	APPARATUS FOR BUTT-WELDING TUBE JOINTS	3/27/2012	8143549	AZZ WSI LLC
USA	ALLOY, OVERLAY, AND METHODS THEREOF	11/07/2017	9808877	AZZ WSI LLC
USA	WELDING APPARATUS HAVING A WIRE PULSER AND METHODS THEREOF	1/7/2020	10525546	AZZ WSI LLC
USA	METHOD of FORMING FLAT BAR	8/8/2017	9724742	AZZ WSI LLC
USA	SUPPORT SKIRT FOR COKING DRUM	6/9/2020	10676677	AZZ WSI LLC
USA	Arc-Resistant Switchgear Enclosure with Vent Arrangement of a Lower Compartment	7/22/2014	8785770	CENTRAL ELECTRIC COMPANY
USA	Arc-Resistant Switchgear Enclosure with Vent Prop and Latch	7/29/2014	8791361	CENTRAL ELECTRIC COMPANY
USA	Arc-Resistant Switchgear Enclosure with Door Latch Mechanism	5/27/2014	8733853	CENTRAL ELECTRIC COMPANY
USA	Arc-Resistant Switchgear Enclosure with Latch for Vent Prop	9/23/2014	8842421	CENTRAL ELECTRIC COMPANY