

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT8418356

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT (FIRST LIEN)
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
WARD MANUFACTURING, LLC	02/01/2024

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	10 SOUTH DEARBORN
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603-2300

**PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	7055868
Patent Number:	10865919

**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

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Correspondent Name: CT CORPORATION

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<b>NAME OF SUBMITTER:</b>	DORIS KA
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	02/02/2024

**Total Attachments: 6**

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FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of February 1, 2024 (this “**Patent Security Agreement Supplement**”), among Ward Manufacturing, LLC, a Delaware limited liability company (the “**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 First Lien 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 First Lien Lenders (as defined below) have extended credit to Tailwind Smith Cooper Intermediate Corporation, a Delaware corporation (the “**Borrower**”) subject to the terms and conditions set forth in that certain First Lien 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 “**First Lien Credit Agreement**”), by and among the Borrower, Tailwind Smith Cooper Intermediate Holding Corporation, a Delaware corporation (“**Holdings**”), the Lenders from time to time party thereto (collectively, the “**First Lien Lenders**”) and JPM, in its capacities as administrative agent for the First Lien Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the Grantors party thereto and the Collateral Agent have entered into that certain First Lien Patent 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 “**Patent Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Patent Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Patent Security Agreement Supplement 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, the 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 the Grantor and regardless of where located (collectively, the “**Additional Patent Collateral**”):

- A. the 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 Patent Security Agreement Supplement 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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional 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 Patent Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Patent Security Agreement Supplement 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 Patent Security Agreement Supplement as of the day and year first above written.

WARD MANUFACTURING, LLC  
as Grantor

By: \_\_\_\_\_


Name: Amy Campbell

Title: Chief Financial Officer

*[Signature Page to First Lien Patent Security Agreement Supplement]*

**PATENT**  
**REEL: 066488 FRAME: 0705**

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

By:   
Name: Neal Landerer  
Title: Authorized Signer

**SCHEDULE I**

PATENTS

<b>REGISTERED OWNER</b>	<b>SERIAL NUMBER</b>	<b>PATENT NUMBER</b>	<b>DESCRIPTION</b>
Ward Manufacturing, LLC	10887625	7055868	CORRUGATED TUBE FITTING
Ward Manufacturing, LLC	15882340	10865919	TERMINATION FOR SHEATHED TUBING WITH LEAK CONTAINMENT AND DETECTION PROVISIONS

PATENTS APPLICATIONS

None.