

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smoke Guard, Inc.		12/11/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	2200 Ross Avenue		
Internal Address:	8th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4801304	FIRE+SMOKE	
Registration Number:	2781955	SMOKE GUARD SG	
Registration Number:	1837771	SMOKE GUARD	
Registration Number:	1782505	SG	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>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.</i>			
Phone:	214-745-5226		
Email:	AWALKER@WINSTEAD.COM		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	13312-584 TMSA SMOKEGUARD		
NAME OF SUBMITTER:	Andrea Walker		
SIGNATURE:	/Andrea Walker/		
DATE SIGNED:	01/05/2016		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

WHEREAS, SMOKE GUARD, INC., a Nevada corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of December 11, 2015 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among CSW Industrials, Inc. (the "Company"), CSW Industrials Holdings, Inc., The Whitmore Manufacturing Company, certain subsidiaries of the Company, and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof; (b) all extensions and renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with or symbolized by the foregoing (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) each License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each License referred to in Schedule 1 annexed hereto; and

(3) accessions to, substitutions for and replacements, Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

SMOKE GUARD, INC.

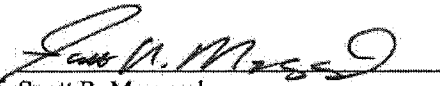
By:


Name: Christopher J. Mudd

Title: President

SECURED PARTY:

JPMORGAN CHASE BANK, N.A., as
administrative agent

By: 
Name: Scott R. Maggard
Title: Senior Underwriter

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

Registered Owner	Nature of such Loan Party's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Date Registered	Country of Issue
SMOKE GUARD, INC.	Owner	FIRE + SMOKE (and Design)	4801304	17	8/25/2015	USA
SMOKE GUARD, INC.	Owner	SMOKE GUARD SG (and Design)	2781955	9	11/11/2003	USA
SMOKE GUARD, INC.	Owner	SMOKE GUARD	1837771	9	5/31/1994	USA
SMOKE GUARD, INC.	Owner	SG (and Design)	1782505	9	7/20/1993	USA

TRADEMARK APPLICATIONS

None

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