

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greco Aluminum Railings (U.S.A.) Inc.		02/28/2017	Corporation: DELAWARE
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	
Serial Number:	87027972	GRECO	
Serial Number:	87027975	GRECO ALUMINUM RAILINGS LEADERS IN NORTH	
Serial Number:	87027962	GARCAD	
Serial Number:	87027965	GARMEASURE	
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 Greco Alum		
NAME OF SUBMITTER:	ANDREA WALKER		
SIGNATURE:	/Andrea Walker/		
DATE SIGNED:	03/06/2017		

CH \$115.00 87027972

Total Attachments: 5

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February 28, 2017

TRADEMARK SECURITY AGREEMENT

WHEREAS, GRECO ALUMINUM RAILINGS (U.S.A.) INC., a Delaware 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 First Amended and Restated Pledge and Security Agreement dated as of November 30, 2016 (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., Whitmore Manufacturing, LLC (formerly known as 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.

[Signatures On Following Page]

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:

GRECO ALUMINUM RAILINGS (U.S.A.) INC.

By: 

Name: Luke Alverson


Title: Vice President and Secretary

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SECURED PARTY:

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


By: 
Name: Michael Becker
Title: Credit Risk Director

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

NONE.

TRADEMARK APPLICATIONS

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
Greco Aluminum Railings (U.S.A.) Inc.	Owner	GRECO	87027972			06-MAY-2016	USA
Greco Aluminum Railings (U.S.A.) Inc.	Owner		87027975			06-MAY-2016	USA
Greco Aluminum Railings (U.S.A.) Inc.	Owner	GARCAD	87027962			06-MAY-2016	USA
Greco Aluminum Railings (U.S.A.) Inc.	Owner	GARMEASURE	87027965			06-MAY-2016	USA

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RECORDED: 03/06/2017