

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM486999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCMI HOLDINGS, INC.		08/20/2018	Corporation: DELAWARE
SIOUX CHIEF MFG. CO., INC.		08/20/2018	Corporation: MISSOURI
ACPP (C) HOLDINGS, INC.		08/20/2018	Corporation: DELAWARE
ACPP (S) HOLDINGS, INC.		08/20/2018	Corporation: DELAWARE
CPS ACQUISITION COMPANY LLC		08/20/2018	Limited Liability Company: DELAWARE
PRO-FLEX HOLDINGS, LLC		08/20/2018	Limited Liability Company: MISSOURI
PRO-FLEX, LLC		08/20/2018	Limited Liability Company: INDIANA
SCM (IC-DISC), INC.		08/20/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	249 Fifth Ave., MS P1-POPP-BL-7		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	4559265	ROUGH PLUMBING ARMORY	
Registration Number:	4543647	SIOUX CHIEF	
Registration Number:	4537488	TAKE THE FIELD	
Registration Number:	4316004	GOVERNOR	
Registration Number:	4808809	POWERPEX	
Registration Number:	4720598	TOMAHAWK	
Registration Number:	4618405	POWERPEX	
Registration Number:	2837609	KWIKSTOP	
Registration Number:	1945091	EZY TOUCH	
Registration Number:	1746373	CHAMPION	
TRADEMARK			

OP \$740.00 4559265

Property Type	Number	Word Mark
Registration Number:	1621079	KWIK-FIT
Registration Number:	1622355	EEZ-ON
Registration Number:	1622354	"SPECIFICATION"
Registration Number:	1621078	SWEETHEART
Registration Number:	1658663	LOK-SPIN
Registration Number:	1649394	BALL-LOK
Registration Number:	1468163	HYDRA-RESTER
Registration Number:	1004191	LONG BRANCH
Registration Number:	2780879	AIR FLEX PIPE
Registration Number:	1953626	PRO-FLEX
Registration Number:	5305134	TERRE-PEX
Registration Number:	4917420	AQUAHEAT
Registration Number:	4949090	COMFORTPRO SYSTEMS
Registration Number:	4903894	COMFORTPRO
Registration Number:	4949089	COMFORTPRO SYSTEMS
Registration Number:	4903893	COMFORTPRO
Registration Number:	3539185	QUIETAIR
Registration Number:	3554528	COMFORTPRO
Registration Number:	2419788	AQUASEAL

CORRESPONDENCE DATA

Fax Number: 8046982179

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: 804-775-1675

Email: edavenport@mcguirewoods.com

Correspondent Name: Emily S. Voorheis, McGuireWoods LLP

Address Line 1: 800 East Canal Street

Address Line 2: Gateway Plaza

Address Line 4: Richmond, VIRGINIA 23219-3916

ATTORNEY DOCKET NUMBER:	2051606-0431
NAME OF SUBMITTER:	Emily S. Voorheis
SIGNATURE:	/Emily S. Voorheis/
DATE SIGNED:	08/22/2018

Total Attachments: 19

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the “Agreement”), dated as of August 20, 2018 is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO (other than the Administrative Agent) AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each a “Pledgor” and collectively, the “Pledgors”) and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the “Administrative Agent”).

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the “Credit Agreement”) of even date herewith by and among SIOUX CHIEF MFG. CO., INC., a Missouri corporation (“Sioux Chief”), SCMI HOLDINGS, INC., a Delaware corporation (“Parent”) (Sioux Chief, Parent, and each other Person who joins thereto as a borrower from time to time, collectively and individually, the “Borrower”), the Guarantors a party thereto (the “Guarantors”), the Lenders a party thereto (the “Lenders”) and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 Construction of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York as amended from time to time (the “Code”).

(b) “Patents, Trademarks and Copyrights” shall mean and include all of each Pledgor’s present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) “Secured Obligations” shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, any provider of any Lender Provided Foreign Currency Hedge, any provider of any Lender Provided Interest Rate Hedge, and any provider of any Other Lender Provided Financial Service Product under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, any provider of any Lender Provided Foreign Currency Hedge, any provider of any Lender Provided Interest Rate Hedge, and any provider of any Other Lender Provided Financial Service Product, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all

extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent, Issuing Lender, or any other Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders of any obligations incurred in connection with any Lender Provided Foreign Currency Hedge, any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product provided by the Administrative Agent or such Lenders pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Indebtedness. Notwithstanding anything to the contrary contained in this Agreement, the Secured Obligations of any Pledgor shall not include any Excluded Hedge Liability of such Pledgor.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and any provider of any Lender Provided Foreign Currency Hedge, any Lender Provided Interest Rate Hedge, and/or any Other Lender Provided Financial Service Product, and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the material Patents, Trademarks and Copyrights necessary to own and operate its properties and to carry on its business as presently conducted and planned to be conducted by such Pledgor (other than any such patents, trademarks, service marks, trade names, copyrights, licenses, registrations, franchises, permits and rights that aren't necessary for such purposes, as determined by the Pledgor in its commercially reasonable business judgement) ("Material PTCs") are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Material PTCs is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other Person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days' prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing thirty (30) days' prior written notice to the Administrative Agent; and

(j) except as expressly permitted by the Credit Agreement, such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not (1) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (2) sell all or substantially all of its assets.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until Payment in Full and termination of this Agreement, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before the Secured Obligations shall have been Paid In Full and this Agreement shall have terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such

Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and shall apply the proceeds thereof in accordance with the Credit Agreement. Any remainder of the proceeds after Payment in Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. After any termination of this Agreement, this Agreement will be reinstated if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though that payment or performance had not been made. If any payment, or any part thereof, is rescinded, reduced, restored, or returned, then the Secured Obligations will be reinstated and deemed reduced only by the amount paid and not so rescinded, reduced, restored, or returned. Upon Payment in Full and termination of this Agreement, Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge

of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Material PTCs pending as of the date of this Agreement if commercially reasonable or thereafter until Payment in Full has occurred and this Agreement has terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Material PTC without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under any Lender Provided Foreign Currency Hedge, under any Lender Provided Interest Rate Hedge, or under any Other Lender Provided Financial Service Product or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender Provided Foreign Currency Hedges, Lender Provided Interest Rate Hedges, and Other Lender Provided Financial Service Products and the value of the benefits described in **Paragraph 24** hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender Provided Foreign Currency Hedges, the Lender Provided Interest Rate Hedges, or the Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 26 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 of the Credit Agreement and shall make all payments free and clear of Taxes as provided therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New York, without regard to its conflict of laws principles, except to the extent

the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New York.

20. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any New York state or federal court sitting in New York County, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Companies and agrees to act as Process Agent on behalf of the Companies.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the

Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

25. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

**[SIGNATURE PAGE 1 OF 3 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intent that it constitutes a sealed instrument.

PLEDGORS:

SCMI HOLDINGS, INC., a Delaware corporation

By: _____

Name: Joseph N. Ismert

Title: President

SIOUX CHIEF MFG. CO., INC., a Missouri corporation

By: _____

Name: Joseph N. Ismert

Title: President

ACPP (C) HOLDINGS, INC., a Delaware corporation

By: _____

Name: Joseph N. Ismert

Title: President

ACPP (S) HOLDINGS, INC., a Delaware corporation

By: _____

Name: Joseph N. Ismert

Title: President

CPS ACQUISITION COMPANY LLC, a Delaware limited liability company

By: ACPP (S) Holdings, Inc.,
its Managing Member

By: _____

Name: Joseph N. Ismert

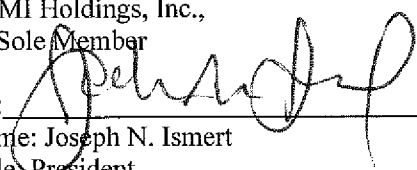
Title: President

[Signatures continue on next page.]

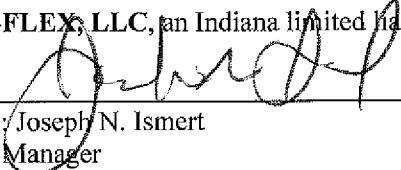
**[SIGNATURE PAGE 2 OF 3 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

PRO-FLEX HOLDINGS, LLC, a Missouri limited liability company

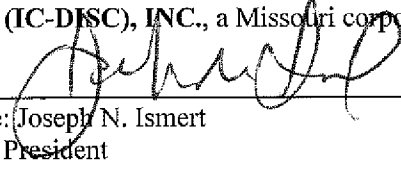
By: SCMI Holdings, Inc.,
its Sole Member

By: 
Name: Joseph N. Ismert
Title: President

PRO-FLEX, LLC, an Indiana limited liability company

By: 
Name: Joseph N. Ismert
Title: Manager


SCM (IC-DISC), INC., a Missouri corporation

By: 
Name: Joseph N. Ismert
Title: President

**[SIGNATURE PAGE 3 OF TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

ADMINISTRATIVE AGENT:

**PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent**

By: 
Name: Kyle Myers
Title: Senior Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

SIOUX CHIEF MFG. CO., INC.

1. Registered Patents: [See Attached]
2. Trademarks: [See Attached]
3. Trade Names: None
4. Copyrights: None

SCMI HOLDINGS, INC.

1. Registered Patents: [See Attached]
2. Trademarks: [See Attached]
3. Trade Names: None
4. Copyrights: None

ACPP (C) HOLDINGS, INC.

1. Registered Patents: None
2. Trademarks: None
3. Trade Names: None
4. Copyrights: None

ACPP (S) HOLDINGS, INC.

1. Registered Patents: None
2. Trademarks: None
3. Trade Names: None
4. Copyrights: None

CPS ACQUISITION COMPANY LLC

1. Registered Patents: None
2. Trademarks: [See Attached]
3. Trade Names: None
4. Copyrights: None

PRO-FLEX HOLDINGS, LLC

1. Registered Patents: None
2. Trademarks: None
3. Trade Names: None
4. Copyrights: None

PRO-FLEX, LLC

1. Registered Patents: [See Attached]
2. Trademarks: [See Attached]
3. Trade Names: None
4. Copyrights: None

SCM (IC-DISC), INC.

1. Registered Patents: None
2. Trademarks: None
3. Trade Names: None
4. Copyrights: None

Patents

Patent/Publication No.	Application No.	Title	Current USPTO Registered Owner**	Owner**
4,819,698	07/113,631	Water hammer arrester	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
4,879,771	07/161,800	Floor clean-out assembly	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
4,871,451	07/246,434	Floor drain plate assembly	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
D318,243	07/330,836	Leveling instrument	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
5,054,741	07/598,363	Multiple size tubing hanger	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
5,385,320*	08/122,781	Hook shaped pipe hanger	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
5,377,361	08/253,644	Toilet flange	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
5,692,828	08/695,302	Garden lamp	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
5,845,946	08/712,627	corrugated flexible hose coupling system	Pro-Flex, LLC	SCMI Holdings, Inc.
5,857,716	08/797,564	corrugated flexible hose coupling system	Pro-Flex, LLC	SCMI Holdings, Inc.
6,102,445*	08/927,923	Sealed coupling system for flexible hose	Pro-Flex, LLC	SCMI Holdings, Inc.
6,126,122	08/965,302	Double ratchet arm pipe clamp	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
5,876,000	08/965,497	Univeral pipe bracket	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
6,241,199	09/260,788	Protective insulating sleeve for plumbing installations	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
6,446,915	09/356,640	Plumbing slider bracket and double ratchet arm pipe clamp assembly	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
6,378,912	09/359,494	Apparatus and method for connecting shower heads and tub spouts to a stub out	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
6,402,096	09/702,473	Apparatus for supporting conduit between building members	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.

6,488,316	09/876,930	Flexible metal hose termination fitting with adapter for termination plate	Pro-Flex, LLC	SCMI Holdings, Inc.
6,460,432	10/021,950	Shower arm installation tool	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
6,769,291	10/370,225	knock-out pressure test cap with breakaway nipple plug	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
6,901,716	10/631,490	Ground stake for holding drain pip	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,039,965	10/704,490	Notched plumbing support bracket	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
6,920,844	10/819,468	Thermal expansion arrester for water heaters	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,207,530	10/882,590	Pipe hold-down with flexible isolating leg	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,197,777	10/891,788	Collar for a water pipe supply	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,373,674	11/027,063	Tub spout installation system	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,360,553	11/195,081	Modular utility box system	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,278,450	11/215,858	Coupling assembly for securement in the open end of a pipe	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,520,474	11/414,477	Cantilevered pipe support bracket	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
USRE042909	11/416,474	Knock-out pressure test cap with breakaway nipple plug	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,735,512	11/464,101	Floor drain installation system	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
8,061,390	11/557,883	Pipe hanger system with slidable pipe connection member	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
8,020,581	11/679,369	Secondary drainage funnel for a laundry box	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,854,337	11/695,005	Breakaway closure member with offset nipple	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,810,762	11/837,679	Bi-dimensional folding insulator	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.

7,549,613	11/859,855	Tube clamp for an angle bracket	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,896,296	11/933,907	Offset tube clamp	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,735,511	12/027,970	Modular laundry box assembly	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
8,132,273	12/074,160	Toilet fill valve including leak prevention mechanism	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
2008/0191102	12/102,259	Pipe hanger system with slidable pipe connection member	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
7,624,759	12/187,777	Shower drain test plug	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
8,141,831	12/391,570	Hanger connector for flexible tubing	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
8,347,906*	12/785,772	Floor drain installation system	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
8,123,257	12/833,565	Crimp sleeve for flexible tubing	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
9,057,460	13/096,093	Plumbing supply line and drain line mounting and finish panel	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
8,622,092*	13/561,140	Pipe connection member for connecting a pipe to a pair of parallel brackets	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
9,303,804	13/795,012	Combination glue hub and mechanical coupler for pipe fittings	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
9,322,157	14/192,123	Mechanically coupled drain fixture and outlet fitting	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
9,725,892	14/725,857	Plumbing supply line mounting and finish panel assembly	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
2018/0038091	15/668,049	Linear Drain Assembly	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
D558,567	29/267,251	Pipe hanger	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
D578,377	29/282,372	Self-nailing barb	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
D587,787	29/306,478	Floor drain	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.

D635,098	29/353,785	Wall-mountable access panel assembly	Sioux Chief Mfg. Co., Inc.	SCMI Holdings, Inc.
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*There appears to be a discrepancy in the USPTO's ownership records for the below-listed U.S. Patents for which execution and recording of an assignment or other document may be required:

5,385,320
6,102,445
8,622,092
8,347,906

**In connection with the restructuring of Sioux Chief, all patents, trademarks and other intellectual property owned by it and its then-subsiidiaries were transferred to SCMI Holdings, Inc. as of June 30, 2018. Sioux Chief and its attorneys are in the process of re-registering these patents, trademarks, etc. in the name of SCMI Holdings.

Trademarks

Registration Number	Mark	Status	Current USPTO Registered Owner**	Owner**
4,559,265	ROUGH PLUMBING ARMORY	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
4,543,647	SIOUX CHIEF	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
4,537,488	TAKE THE FIELD	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
4,316,004	GOVERNOR	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
4,808,809	POWERPEX	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
4,720,598	TOMAHAWK	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
4,618,405	POWERPEX	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
2,837,609	KWIKSTOP	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
1,945,091	EZY TOUCH	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
1,746,373	CHAMPION	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
1,621,079	KWIK-FIT	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
1,622,355	EEZ-ON	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
1,622,354	"SPECIFICATION"	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
1,621,078	SWEETHEART	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
1,658,663	LOK-SPIN	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
1,649,394	BALL-LOK	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
1,468,163	HYDRA-RESTER	Live	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
1,004,191	LONG BRANCH	Dead	SIOUX CHIEF MFG. CO., INC.	SCMI HOLDINGS, INC.
2,780,879	AIR FLEX PIPE	DEAD	PRO-FLEX, LLC	SCMI HOLDINGS, INC.
1,953,626	PRO-FLEX	LIVE	PRO-FLEX, LLC	SCMI HOLDINGS, INC.
5,305,134	TERRE-PEX	LIVE	CPS ACQUISITION COMPANY LLC	SCMI HOLDINGS, INC.
4,917,420	AQUAHEAT	LIVE	CPS ACQUISITION COMPANY LLC	SCMI HOLDINGS, INC.
4,949,090	COMFORTPRO SYSTEMS	LIVE	CPS ACQUISITION COMPANY	SCMI HOLDINGS, INC.

			LLC	
4,903,894	COMFORTPRO	LIVE	CPS ACQUISITION COMPANY LLC	SCMI HOLDINGS, INC.
4,949,089	COMFORTPRO SYSTEMS	LIVE	CPS ACQUISITION COMPANY LLC	SCMI HOLDINGS, INC.
4,903,893	COMFORTPRO	LIVE	CPS ACQUISITION COMPANY LLC	SCMI HOLDINGS, INC.
3,539,185	QUIETAIR	LIVE	CPS ACQUISITION COMPANY LLC	SCMI HOLDINGS, INC.
3,554,528	COMFORTPRO	LIVE	CPS ACQUISITION COMPANY LLC	SCMI HOLDINGS, INC.
2,419,788	AQUASEAL	LIVE	CPS ACQUISITION COMPANY LLC	SCMI HOLDINGS, INC.

**In connection with the restructuring of Sioux Chief, all patents, trademarks and other intellectual property owned by it and its then-subsiaries were transferred to SCMI Holdings, Inc. as of June 30, 2018. Sioux Chief and its attorneys are in the process of re-registering these patents, trademarks, etc. in the name of SCMI Holdings.