

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368021

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CSW Industrials, Inc.		12/11/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	2200 Ross Avenue		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86671685		
<b>Serial Number:</b>	86671695	CSW INDUSTRIALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	214-745-5226		
<b>Email:</b>	AWALKER@WINSTEAD.COM		
<b>Correspondent Name:</b>	Andrea Walker, Winstead PC		
<b>Address Line 1:</b>	P. O. Box 131851		
<b>Address Line 4:</b>	Dallas, TEXAS 75313-1851		
<b>ATTORNEY DOCKET NUMBER:</b>	13312-584 TMSA-CSWINDUSTR		
<b>NAME OF SUBMITTER:</b>	Andrea Walker		
<b>SIGNATURE:</b>	/Andrea Walker/		
<b>DATE SIGNED:</b>	01/05/2016		
<b>Total Attachments: 6</b>			
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TRADEMARK SECURITY AGREEMENT

WHEREAS, CSW INDUSTRIALS, 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 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 Grantor, CSW Industrials Holdings, Inc., The Whitmore Manufacturing Company, certain subsidiaries of the Grantor, 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:**

CSW INDUSTRIALS, INC.

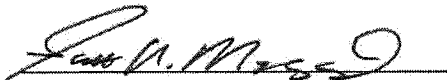
By: 

Name: Joseph B. Ames

Title: Chief Executive Officer

**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

None

TRADEMARK APPLICATIONS

Registered Owner	Nature of such Loan Party's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered
CSW Industrials, Inc.	Owner	CSWI logo	86671685	001, 037, 040	<p>International Class 001: industrial products, namely, specialty mechanical products for HVAC, plumbing and refrigeration applications, fire and smoke protection products, building products and storage, filtration and application equipment for use with specialty chemicals and other products; coatings and penetrants, pipe thread sealants, firestopping sealants and caulks and adhesives/solvent cements; and specialty chemicals, namely, lubricants and greases, drilling compounds, anti-seize compounds, chemical formulations and degreasers and cleaners</p> <p>International Class 037: application of industrial products, namely, specialty mechanical products for HVAC, plumbing and refrigeration applications, fire and smoke protection products, building products and storage, filtration and application equipment for use with specialty chemicals and other products; application of coatings and penetrants, pipe thread sealants, firestopping sealants and caulks and adhesives/solvent cements; and application of specialty chemicals, namely, lubricants and greases, drilling compounds, anti-seize compounds, chemical formulations and degreasers and cleaners</p> <p>International Class 040: manufacture of industrial products, namely, specialty mechanical products for HVAC, plumbing and refrigeration applications, fire and smoke protection products, building products and storage, filtration and application equipment for use with specialty chemicals and other products; manufacturing of coatings and penetrants, pipe thread sealants, firestopping sealants and caulks and adhesives/solvent cements; and manufacture of specialty chemicals, namely, lubricants and greases, drilling compounds, anti-seize compounds, chemical formulations and degreasers and cleaners</p>

Registered Owner	Nature of such Loan Party's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered
CSW Industrials, Inc.	Owner	CSWI word mark	86671695	001, 037, 040	<p>International Class 001: industrial products, namely, specialty mechanical products for HVAC, plumbing and refrigeration applications, fire and smoke protection products, building products and storage, filtration and application equipment for use with specialty chemicals and other products; coatings and penetrants, pipe thread sealants, firestopping sealants and caulks and adhesives/solvent cements; and specialty chemicals, namely, lubricants and greases, drilling compounds, anti-seize compounds, chemical formulations and degreasers and cleaners</p> <p>International Class 037: application of industrial products, namely, specialty mechanical products for HVAC, plumbing and refrigeration applications, fire and smoke protection products, building products and storage, filtration and application equipment for use with specialty chemicals and other products; application of coatings and penetrants, pipe thread sealants, firestopping sealants and caulks and adhesives/solvent cements; and application of specialty chemicals, namely, lubricants and greases, drilling compounds, anti-seize compounds, chemical formulations and degreasers and cleaners</p> <p>International Class 040: manufacture of industrial products, namely, specialty mechanical products for HVAC, plumbing and refrigeration applications, fire and smoke protection products, building products and storage, filtration and application equipment for use with specialty chemicals and other products; manufacturing of coatings and penetrants, pipe thread sealants, firestopping sealants and caulks and adhesives/solvent cements; and manufacture of specialty chemicals, namely, lubricants and greases, drilling compounds, anti-seize compounds, chemical formulations and degreasers and cleaners</p>