

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512348

<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>
RS ACQUISITION SUB, LLC		03/01/2019	Limited Liability Company: 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>Registration Number:</b>	4437519	ALL-ACCESS	
<b>Registration Number:</b>	4289650	TRASHGARD	
<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>	2147455612		
<b>Email:</b>	ngraham@winstead.com		
<b>Correspondent Name:</b>	Nancy Graham c/o WINSTEAD PC		
<b>Address Line 1:</b>	2728 N. Harwood Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	13312-584		
<b>NAME OF SUBMITTER:</b>	Nancy Graham		
<b>SIGNATURE:</b>	/Nancy Graham/		
<b>DATE SIGNED:</b>	03/01/2019		
<b>Total Attachments: 6</b>			
source=Trademark Security Agreement -RS Acquisition Sub, LLC 201901#page1.tif			

CH \$65.00 4437519

source=Trademark Security Agreement -RS Acquisition Sub, LLC 201901#page2.tif  
source=Trademark Security Agreement -RS Acquisition Sub, LLC 201901#page3.tif  
source=Trademark Security Agreement -RS Acquisition Sub, LLC 201901#page4.tif  
source=Trademark Security Agreement -RS Acquisition Sub, LLC 201901#page5.tif  
source=Trademark Security Agreement -RS Acquisition Sub, LLC 201901#page6.tif

March 1, 2019

TRADEMARK SECURITY AGREEMENT

WHEREAS, RS ACQUISITION SUB, LLC, a Delaware limited liability company ("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.

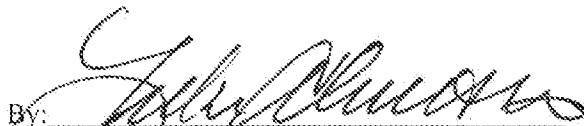
[Signatures On Following Page]

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:**

RS ACQUISITION SUB, LLC


By: 

Name: Luke E. Alverson

Title: Vice President and Secretary

**SECURED PARTY:**

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

By:   
Name: Alexander M. Vardaman  
Title: Authorized Officer

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
RS Acquisition Sub, LLC	Owner	ALL-ACCESS	4437519	IC 011.	US 013 021 023 031 034. G & S: Plumbing fittings, namely, polyvinyl chloride (PVC) plumbing fixtures, namely, condensate drain line overflow safety devices for Heating, Ventilation, AirConditioning and Refrigeration systems.	November 19, 2013	USA
RS Acquisition Sub, LLC	Owner	TRASHGARD	4289650	IC 020	US 002 013 022 025 032 050. G & S: Non-metal closure for trash containers	February 12, 2013	USA

TRADEMARK APPLICATIONS

None.