TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flo-Rite Products Company LLC		05/28/2019	Limited Liability Company: WASHINGTON
Smith Cooper International, Inc.		05/28/2019	Corporation: CALIFORNIA
Flo-Rite Energy Sales, LLC		05/28/2019	Limited Liability Company: DELAWARE
Anvil International, LLC		05/28/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	3934162	SHARPE
Registration Number:	1793387	SHARPE
Registration Number:	2680843	
Registration Number:	4934021	FIRE FORUM
Registration Number:	2073621	FLANGEFIT
Registration Number:	3237370	FPPI
Registration Number:	2869996	GROOVEFIT
Registration Number:	3657555	INSIST ON FPPI
Registration Number:	2042040	LUBEFIT
Registration Number:	2163872	PIPEFIT
Registration Number:	2772447	PIPEFIT AS
Registration Number:	2417794	QUAKE RETAIN
Registration Number:	2464373	TRIM FIT
Registration Number:	3830248	4X4

OP $1540.00 3934162

Property Type	Number	Word Mark
Registration Number:	3099198	COOPLET
Registration Number:	5482183	QUICKBITE
Registration Number:	2028625	SCI
Registration Number:	2026858	SMITH-COOPER INTERNATIONAL
Registration Number:	4366802	ENERGY SALES
Registration Number:	4487710	ENERGY SALES
Registration Number:	1715008	ANVIL
Registration Number:	2548248	ANVIL
Registration Number:	910553	ANVILETS
Registration Number:	3226941	ANVIL INTERNATIONAL
Registration Number:	3226942	ANVIL INTERNATIONAL
Registration Number:	1734358	
Registration Number:	2678623	
Registration Number:	3529069	ANVILFLEX
Registration Number:	3080747	ANVIL-STRUT
Registration Number:	3042893	ANVIL-STRUT
Registration Number:	4783204	ANVIL GLOBAL PIPE SUPPORT DESIGN SYSTEM
Registration Number:	3826977	BECK
Registration Number:	4138562	DI-LOK
Registration Number:	2650166	FIRE-RITE
Registration Number:	4783205	FORGEWORX
Registration Number:	1087606	GRUVLOK
Registration Number:	3634611	GRUVLOK
Registration Number:	2731586	GRUVLOK
Registration Number:	2677760	GRUVLOK
Registration Number:	2741293	GRUVLOK
Registration Number:	2953155	GRUVLOK XTREME LUBRICANT
Registration Number:	4511764	GRUV-RING
Registration Number:	1822305	RIGIDLITE
Registration Number:	1826089	RIGIDLOK
Registration Number:	1283016	ROUGHNECK
Registration Number:	1283017	HPR
Registration Number:	2677776	JBS
Registration Number:	1376878	MERIT
Registration Number:	4396696	SEIS BRACE
Registration Number:	4295999	SLIDELOK
Registration Number:	2605286	SPF
Registration Number:	3080727	SPF/ANVIL

Property Type	Number	Word Mark
Registration Number:	3294719	SPF/ANVIL
Registration Number:	1947222	FLEXHEAD
Registration Number:	2172962	FLEXHEAD
Registration Number:	5381305	SUPERFLEX
Registration Number:	4011729	SPRINKFLEX
Registration Number:	3953163	SPRINKFLEX
Registration Number:	1383019	AFCON
Registration Number:	4931471	AFCON
Registration Number:	4931601	A

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	05/29/2019

Total Attachments: 8

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ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT is entered into as of May 28, 2019, (this "**Agreement**"), among Flo-Rite Products Company LLC, Flo-Rite Energy Sales, LLC, Smith Cooper International, Inc., Anvil International, LLC (each, a "**Grantor**") and JPMorgan Chase Bank, N.A. ("**JPM**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain ABL Pledge and Security Agreement, dated as of May 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The ABL Lenders (as defined below) have extended credit to Tailwind Smith Cooper Intermediate Corporation, a Delaware corporation (the "**Lead Borrower**") subject to the terms and conditions set forth in that certain ABL Credit Agreement dated as of May 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**ABL Credit Agreement**"), by and among the Lead Borrower, Tailwind Smith Cooper Holding Corporation, a Delaware corporation ("**Holdings**"), the Subsidiary Borrowers from time to time party thereto, the Revolving Lenders from time to time party thereto (collectively, the "**ABL Lenders**") and JPM, in its capacities as administrative agent for the ABL Lenders and collateral agent for the Secured Parties, Swingline Lender and Issuing Bank. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms**. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest**. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "**Trademark Collateral**"):

A. all registered and applied for United States Trademarks, including those Trademark registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all goodwill associated with or symbolized by the foregoing;

C. the right to sue third parties for past, present and future infringements, dilutions or violations of the foregoing; and

D. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any "intent-to-use" Trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. **Security Agreement**. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent

pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FLO-RITE PRODUCTS COMPANY LLC
By: _____
Name: G. Jason Hild
Title: Chief Executive Officer

FLO-RITE ENERGY SALES, LLC
By: _____
Name: G. Jason Hild
Title: Chief Executive Officer

SMITH COOPER INTERNATIONAL, INC.
By: _____
Name: G. Jason Hild
Title: Chief Executive Officer

ANVIL INTERNATIONAL, LLC
By: _____
Name: G. Jason Hild
Title: Chief Executive Officer

[*Signature Page to ABL Trademark Security Agreement*]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name: Alexander T. Pappas
Title: Authorized Officer

[Signature Page to ABL Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
FLO-RITE PRODUCTS COMPANY LLC	3934162	SHARPE
FLO-RITE PRODUCTS COMPANY LLC	1793387	SHARPE
FLO-RITE PRODUCTS COMPANY LLC	2680843	(design mark) thread logo
FLO-RITE PRODUCTS COMPANY LLC	4934021	FIRE FORUM
FLO-RITE PRODUCTS COMPANY LLC	2073621	FLANGEFIT
FLO-RITE PRODUCTS COMPANY LLC	3237370	FPPI
FLO-RITE PRODUCTS COMPANY LLC	2869996	GROOVEFIT
FLO-RITE PRODUCTS COMPANY LLC	3657555	INSIST ON FPPI
FLO-RITE PRODUCTS COMPANY LLC	2042040	LUBEFIT
FLO-RITE PRODUCTS COMPANY LLC	2163872	PIPEFIT
FLO-RITE PRODUCTS COMPANY LLC	2772447	PIPEFIT AS
FLO-RITE PRODUCTS COMPANY LLC	2417794	QUAKE RETAIN
FLO-RITE PRODUCTS COMPANY LLC	2464373	TRIM FIT
Smith Cooper International Inc.	3830248	4X4
Smith-Cooper International Inc.	3099198	COOPLET
Smith-Cooper International Inc.	5482183	QUICKBITE
Smith-Cooper International Inc.	2028625	SCI
Smith-Cooper International Inc.	2026858	SMITH-COOPER INTERNATIONAL
Energy Sales, LLC	4366802	ENERGY SALES
Energy Sales, LLC	4487710	Energy Sales
Anvil International, LLC	1715008	ANVIL
Anvil International, LLC	2548248	ANVIL
Anvil International, LLC	910553	ANVILETS
Anvil International, LLC	3226941	ANVIL INTERNATIONAL
Anvil International, LLC	3226942	ANVIL INTERNATIONAL
Anvil International, LLC	1734358	
Anvil International, LLC	2678623	
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Anvil International, LLC	4783204	ANVIL FORGEWORX
Anvil International, LLC	3826977	BECK
Anvil International, LLC	4138562	DI-LOK
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Anvil International, LLC	1283017	HPR
Anvil International, LLC	2677776	JBS
Anvil International, LLC	1376878	MERIT
Anvil International, LLC	4396696	SEIS BRACE
Anvil International, LLC	4295999	SLIDELOK

Schedule I

#92064051v4

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
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Anvil International, LLC	3080727	SPF/ANVIL
Anvil International, LLC	3294719	SPF/ANVIL
Anvil International, LLC	1947222	FLEXHEAD
Anvil International, LLC	2172962	FLEXHEAD
Anvil International, LLC	5381305	SUPERFLEX
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Anvil International, LLC	3953163	SprinkFLEX
Anvil International, LLC	1383019	AFCON
Anvil International, LLC	4931471	AFCON
Anvil International, LLC	4931601	

TRADEMARK APPLICATIONS

None.

Schedule I

#92064051v4