

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOEMAKER MANUFACTURING LLC	FORMERLY SHOEMAKER MANUFACTURING CO.	01/26/2022	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	2200 Ross Avenue, 8th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90788824	SHOEMAKER MANUFACTURING	
Serial Number:	90788825	SHOEMAKER MANUFACTURING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1579726 TM		
NAME OF SUBMITTER:	Adalia Wu		
SIGNATURE:	/Adalia Wu/		
DATE SIGNED:	01/27/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 26, 2022 (this “Agreement”), is entered into by and between SHOEMAKER MANUFACTURING LLC (f/k/a SHOEMAKER MANUFACTURING CO.), a Washington limited liability company (the “Grantor”), and JPMORGAN CHASE BANK, N.A. (“JPMorgan”), as collateral agent for the Secured Parties (as defined in the Credit Agreement (as defined below)) (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement, dated as of May 18, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among CSW Industrials Holdings, LLC, a Delaware limited liability company (the “Company”), the Guarantors from time to time party thereto and the Collateral Agent and (b) the Second Amended and Restated Credit Agreement, dated as of May 18, 2021 (as amended by Amendment No. 1, dated as of December 17, 2021, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the other Loan Parties party thereto from time to time, the Lenders from time to time party thereto and JPMorgan, as administrative agent and as Collateral Agent. The Lenders have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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 Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule I attached hereto;
- (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect to any of the foregoing; and
- (iii) rights to sue for past, present and future infringement, misappropriation or other violations of any of the foregoing;

but excluding any intent-to-use trademark or service mark application prior to the filing of, and acceptance of, a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

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 Guarantee and Collateral Agreement. The 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 Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

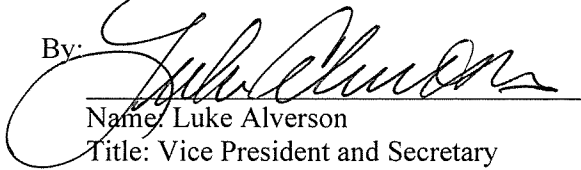
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

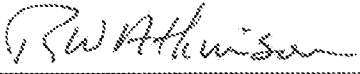
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SHOEMAKER MANUFACTURING LLC, as
Grantor

By: 
Name: Luke Alverson
Title: Vice President and Secretary

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

By: 

Name: R.A. Atkinson

Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007570 FRAME: 0508

SCHEDULE I

Trademarks

Trademark	Reg. No. / Date	App. No. / Filed	Owner
SHOEMAKER MANUFACTURING	N/A	90788824 22-JUN- 2021	SHOEMAKER MANUFACTURING LLC
SHOEMAKER MANUFACTURING	N/A	90788825 22-JUN- 2021	SHOEMAKER MANUFACTURING LLC