

11-12-2002

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Chase Industries, Inc.

11-8-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/25/02

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc., as Agent

Internal

Address:

Street Address: 335 Madison Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2115153; 2115020 2197438; 1767322

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maisha Gibson, Paralegal

Internal Address:

Street Address: Goldberg Kohn 55 East Monroe Street, 37th Floor

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maisha Gibson

Name of Person Signing

Handwritten signature of Maisha Gibson

Signature

11/7/02

Date

Total number of pages including cover sheet, attachments, and document:

11/12/2002 6TON11 00000042 2115153

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

40.00 OP 75.00 OP

02 FEB 03 0321

TRADEMARK REEL: 2614 FRAME: 0713

# TRADEMARK SECURITY INTEREST AGREEMENT

TRADEMARK SECURITY INTEREST AGREEMENT dated as of October <sup>25</sup>, 2002 ("Trademark Security Interest Agreement"), made by Chase Industries, Inc. (the "Assignor") to Heller Financial, Inc., as successor to PNC Bank, National Association, as agent (in such capacity, together with its successors in such capacity, "Agent").

## PRELIMINARY STATEMENTS.

1. Reference is made to the Amended and Restated Credit Agreement, dated as of November 13, 1997, among Chase Industries, Inc. ("Borrower"), each Bank as specified in the Credit Agreement and Agent (the Credit Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement"). The terms defined in the Credit Agreement and not otherwise defined in this Trademark Security Interest Agreement which are used in this Trademark Security Interest Agreement shall have the meanings set forth in the Credit Agreement.

2. Reference is also made to the Amended and Restated Security Agreement dated as of November 13, 1997 (the Security Agreement, as it may hereafter be amended or otherwise modified from time to time, the "Security Agreement") made by Borrower to Agent for the benefit of the Banks and all of the terms and provisions of such Security Agreement are hereby incorporated into and made a part of this Trademark Security Interest Agreement.

3. Pursuant to the terms of the Security Agreement, the Assignor, the registrant of record in the United States Patent and Trademark Office of the trademark registrations and applications set forth in Schedule A attached hereto and made a part hereof (the "Trademarks"), granted to Agent for the benefit of the Banks a security interest in all the Trademarks.

NOW THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, the Assignor, intending to be legally bound, does hereby grant to Agent, with a place of business located at 335 Madison Avenue, New York, New York 10017, for the benefit of the Banks, a security interest in and on all of its right, title and interest in and to each of the respective Trademarks together with the goodwill associated therewith and the registrations and applications thereof in the United States Patent and Trademark Office, the same to be held and enjoyed by Agent until the security interest under the Security Agreement is terminated.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Security Interest Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date above written.

CHASE INDUSTRIES, INC.

By         *André H. Pütz*          
Its         *PRESIDENT*        

Approved and Accepted:

HELLER FINANCIAL, INC.,  
as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

**SCHEDULE A**  
**to Trademark Security Interest Agreement**

**Trademarks to be Assigned**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>
Color Shine (Words Only)	2115153
Color Shine Foaming Arch (Words and Design)	2115020
Door Dynamics, Inc. (Words Only)	2197438
Kwik Op (Stylized Letters)	1767322