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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATA TRAD



DEPARTMENT OF COMMERCE Patent and Trademark Office

103028712

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

2. Name and address of receiving party(ies) Name: ORIX FINANCE CORP I Internal Address: Street Address: 1717 MAIN STREET, 9TH FLOOR City: DALLAS State: TX Zip: 75201 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State DELAWARE Other

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: JUNE 14, 2005

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 740,010 2,030,312 1,985,230 2,002,140

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: KIM KLINE Internal Address: PHONE: 800-833-9848 EXT. 3081 FAX: 518-445-6565 Street Address: 80 STATE STREET, 6TH FLOOR City: ALBANY State: NY Zip: 12207

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: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Christine F. Wilson Signature Date 6/22/05

06/24/2005 DBYRNE 0000037 740010

Total number of pages including cover sheet, attachments, and document: 7

01 FC:8521 02 FC:8522

40.00 documents to be recorded with required cover sheet information to: 75.00 OP Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 003184 FRAME: 0861

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2005 (this "Trademark Security Agreement") by Chase Industries, Inc., an Ohio corporation ("Grantor"), in favor of ORIX Finance Corp. I, a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Second Lien Credit Agreement"), Lender has agreed to make the Loan for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loan as provided for in the Second Lien Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain Second Lien Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Second Lien Security Agreement");

WHEREAS, pursuant to the Second Lien Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Second Lien Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted and reaffirmed in conjunction with the security interests granted and reaffirmed to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and reaffirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made, granted and reaffirmed 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.

4. **INTERCREDITOR AGREEMENT.** Notwithstanding anything herein to the contrary, the lien and security interest granted to Lender pursuant to this Agreement and the exercise of any right or remedy by the Lender hereunder and the obligations of any Grantor hereunder (including, without limitation, the obligation to make deliveries to the Lender which are also obligations to deliver the same to the First Lien Agent or First Lien Lenders) are subject to the provisions of the Intercreditor Agreement dated as of June 14, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Intercreditor Agreement"), among the First Lien Agent, the First Lien Lenders and Lender and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and this Agreement (including, without limitation, First Lien Agent's and First Lien Lenders' rights to exercise sole discretion under the First Lien Loan Documents), the terms of the First Lien Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHASE INDUSTRIES, INC.

By: 
Name: Andrew A. Bachman
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:
ORIX FINANCE CORP. I

By: _____
Name: Christopher L. Smith
Title: Managing Director

ACKNOWLEDGMENT OF GRANTOR
STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this ____ day of June, 2005 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

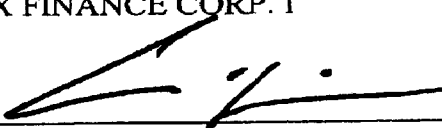
{seal} Notary Public

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHASE INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
ORIX FINANCE CORP. I

By:  _____
Name: Christopher L. Smith
Title: Managing Director

ACKNOWLEDGMENT OF GRANTOR
(STATE OF NEW YORK)
) ss.
(COUNTY OF NEW YORK)

On this ____ day of June, 2005 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal} Notary Public

ADDENDUM
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Addresses of the Parties:

Grantor: Chase Industries, Inc.
10021 Commerce Park Drive
Cincinnati, Ohio 45246
Attn: Chief Financial Officer

Lender: ORIX Finance Corp. I
1717 Main St. 9th Floor
Dallas TX 75201
Attn: Ann Erickson and Rob Stobo

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

U.S. Trademarks

AIR-GARD	No. 740,010
DURUSLIDE	No. 2,030,312
RETAILER	No. 1,985,230
DURULITE	No. 2,002,140

Foreign Trademarks

DURULITE	TMA 449,249 (Canada)
DURULITE	694,939 (Taiwan)
DURULITE	United Kingdom