

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chase Industries, Inc.		11/16/2012	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	GCI Capital Markets LLC
Street Address:	c/o Golub Capital Incorporated 666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0740010	AIR-GARD
Registration Number:	4037336	CHASE DOORS
Registration Number:	1245847	CHEM PRUF
Registration Number:	2996545	CHEM PRUF DOOR COMPANY, LTD.
Registration Number:	2765414	COLDGUARD
Registration Number:	2926265	
Registration Number:	1250373	
Registration Number:	2002140	DURULITE
Registration Number:	3676385	DURASHIELD
Registration Number:	2030312	DURUSLIDE
Registration Number:	4195488	ECONO MAX
Registration Number:	3599826	ECONOQUICK
Serial Number:	85411692	ECOSWING

CORRESPONDENCE DATA

900238893

TRADEMARK
 REEL: 004902 FRAME: 0214

CH \$340.00 0740010

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8307

Email: latiffany.brown@kattenlaw.com

Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-80
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	11/16/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2012, is between **CHASE INDUSTRIES, INC.**, an Ohio corporation (the "Grantor"), in favor of **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties 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 and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

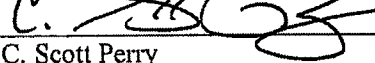
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement for the purpose of registering the security interest of Grantee in the Patent Collateral with the United States Patent and Trademark Office and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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

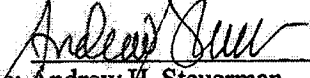
CHASE INDUSTRIES, INC., an Ohio corporation

By: 
Name: C. Scott Perry
Title: Vice President and Assistant Secretary

Signature Page to Trademark Security Agreement (Borrower)

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Administrative Agent

By: 
Name: Andrew H. Steuerman
Title: Senior Managing Director

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Status
US Federal	AIR-GARD	72133052	11/30/61	0740010	10/30/62	Renewed (Registered)
US Federal	CHASE DOORS	85109206	8/17/10	4037336	10/11/11	Registered
US Federal	CHEM PRUF	73334851	10/30/81	1245847	7/19/83	Renewed (Registered)
US Federal	CHEM PRUF DOOR COMPANY, LTD.	76571655	1/23/04	2996545	9/20/05	Registered
US Federal	COLDGUARD	76394042	4/10/02	2765414	9/16/03	Renewed (Registered)
US Federal	Design Only	76571698	1/23/04	2926265	2/15/05	Registered
US Federal	Design Only	73334850	10/30/81	1250373	9/6/83	Renewed (Registered)
US Federal	DURULITE	74543739	6/30/94	2002140	9/24/96	Renewed (Registered)
US Federal	DURASHIELD	77676096	2/23/09	3676385	9/1/09	Registered
US Federal	DURUSLIDE	75066108	3/1/96	2030312	1/14/97	Renewed (Registered)
US Federal	ECONO MAX	85279484	3/29/11	4195488	8/21/12	Registered
US Federal	ECONOQUICK	77387980	2/4/08	3599826	3/31/09	Registered
US Federal	ECOSWING	85411692	8/31/11	N/A	N/A	Published (Pending)