

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM317842

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chase Industries, Inc.		09/17/2014	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	<del>38</del> GCI Capital Markets LLC, as Administrative Agent
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor
<b>Internal Address:</b>	c/o Golub Markets LLC
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10103
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	740010	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:	3676385	DURASHIELD
Registration Number:	2002140	DURULITE
Registration Number:	2030312	DURUSLIDE
Registration Number:	4195488	ECONO MAX
Registration Number:	3599826	ECONOQUICK
Registration Number:	4243169	ECOSWING
Registration Number:	3899980	FIB-R-DOR
Registration Number:	3705780	FRPLITE
Registration Number:	4243324	GLASTEK
Registration Number:	2926265	
Registration Number:	1250373	
Registration Number:	4061125	PERFASTRIP
Registration Number:	4243323	QUICKSTRIP
Registration Number:	4147697	SAINO

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Property Type	Number	Word Mark
Registration Number:	4499582	
Registration Number:	4544742	EASYSHIELD
Registration Number:	4544864	ECONOSPAN
Registration Number:	4526557	FIB-R-LITE
Registration Number:	4526784	FIB-R-MAX

**CORRESPONDENCE DATA**

Fax Number: 3125774565  
*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: 312-577-8265  
Email: kristin.brozovic@kattenlaw.com  
Correspondent Name: Kristin Brozovic c/o Katten  
Address Line 1: 525 W Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-140
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/23/2014

**Total Attachments: 7**  
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THIS TRADEMARK SECURITY AGREEMENT, dated as of September 17, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of GCI Capital Markets LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 17, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GCI Capital Markets LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S.

Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

**CHASE INDUSTRIES, INC.,**

as Grantor

By: 


.....  
Name: Doug Bennett

Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

**GCI CAPITAL MARKETS LLC,**  
as Administrative Agent

By: GC Advisors LLC, its sole member

By:   
Name: Robert G. Tuchscherer  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**REGISTERED TRADEMARKS**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AIR-GARD	740010	10/30/1962
CHASE DOORS	4037336	10/11/2011
CHEM PRUF	1245847	7/19/1983
CHEM PRUF DOOR COMPANY LTD & Design	2996545	9/20/2005
COLDGUARD	2765414	9/16/2003
DURASHIELD	3676385	9/1/2009
DURULITE	2002140	9/24/1996
DURUSLIDE	2030312	1/14/1997
ECONO MAX	4195488	8/21/2012
ECONOQUICK	3599826	3/31/2009
ECOSWING	4243169	11/13/2012
FIB-R-DOR	3899980	1/4/2011
FRPLITE & Design	3705780	11/3/2009
GLASTEK	4243324	11/13/2012
Miscellaneous Design (Beaker w/drop)	2926265	2/15/2005
Miscellaneous Design (Beaker)	1250373	9/6/1983



PERFASTRIP	4061125	11/22/2011
QUICKSTRIP	4243323	11/13/2012
SAINO	4147697	5/22/2012
Character Design Flex	4499582	3/18/2014
EASYSHIELD	4544742	6/3/2014
ECONOSPAN	4544864	6/3/2014
FIB-R-LITE	4526557	5/6/2014
FIB-R-MAX	4526784	5/6/2014