

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474423

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THERMOSEAL INDUSTRIES, LLC		05/11/2018	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Agent		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3876014	CLEARCOOL	
<b>Registration Number:</b>	3850356	THERMOSEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	65241-30390		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	05/17/2018		
<b>Total Attachments: 5</b>			
source=(12070800_1) Trademark Security Agreement (2L)- Thermoseal Industries (Executed) (2)#page1.tif			
source=(12070800_1) Trademark Security Agreement (2L)- Thermoseal Industries (Executed) (2)#page2.tif			

CH \$65.00 3876014

source=(12070800\_1) Trademark Security Agreement (2L)- Thermoseal Industries (Executed) (2)#page3.tif  
source=(12070800\_1) Trademark Security Agreement (2L)- Thermoseal Industries (Executed) (2)#page4.tif  
source=(12070800\_1) Trademark Security Agreement (2L)- Thermoseal Industries (Executed) (2)#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2018, is made by Thermoseal Industries, LLC, a New Jersey limited liability company (“Grantor”), in favor of Wilmington Trust, National Association (“Wilmington Trust”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of May 11, 2018 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time (the “Credit Agreement”), by and among KDOR Merger Sub Inc., a Delaware corporation (the “Initial Borrower”), as Borrower prior to the consummation of the Closing Date Merger, Chase Industries, Inc., an Ohio corporation (“Chase Industries”), as Borrower upon the consummation of the Closing Date Merger, Senneca Holdings Inc., a Delaware corporation (“Holdings”), the other Persons party thereto that are designated as a “Credit Party”, Wilmington Trust, National Association (in its individual capacity, “Wilmington Trust”), as Agent for the several financial institutions from time to time party to the Credit Agreement (collectively, the “Lenders” and individually each a “Lender”), and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of May 11, 2018 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/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, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties 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. 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 Grantor, hereby grants to 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 Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any “intent to use” Trademark applications for which a “statement of use” or “amendment to allege use” has not been filed (but only until such statement or amendment is filed);

(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 Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, 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. 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

THERMOSEAL INDUSTRIES, LLC,  
as Grantor

By: 

Name: Benjamin Mao  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Jeffrey Rose  
Title: Vice President


[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK  
REEL: 006332 FRAME: 0111

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
CLEARCOOL  ClearCool	United States	77929315 05-FEB-2010	3876014 16-NOV-2010
THERMOSEAL 	United States	77068380 20-DEC-2006	3850356 21-SEP-2010

2. TRADEMARK APPLICATIONS

None.