

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHASE INDUSTRIES, INC.		05/11/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2030312	DURUSLIDE	
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:	4499582		
Registration Number:	2926265		
Registration Number:	1250373		
Registration Number:	3676385	DURASHIELD	
Registration Number:	2002140	DURULITE	
Registration Number:	4544742	EASYSHIELD	
Registration Number:	4195488	ECONO MAX	
Registration Number:	4544864	ECONOSPAN	
Registration Number:	4243169	ECOSWING	
Registration Number:	3899980	FIB-R-DOR	
Registration Number:	4526557	FIB-R-LITE	
Registration Number:	4526784	FIB-R-MAX	
Registration Number:	4243324	GLASTEK	

CH \$640.00 2030312

Property Type	Number	Word Mark
Registration Number:	4061125	PERFASTRIP
Registration Number:	4523089	POLARXPRESS
Registration Number:	4243323	QUICKSTRIP
Registration Number:	4147697	SAINO
Registration Number:	4450314	SUBZERO ENGINEERING
Serial Number:	87180958	EXTRUDART

CORRESPONDENCE DATA

Fax Number: 2149813400
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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	65241-30390
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	05/17/2018

Total Attachments: 8
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source=(12070794_1) Trademark Security Agreement (2L) - Chase Industries (Executed) (2)#page2.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2018, is made by Chase Industries, Inc., an Ohio corporation (“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; 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,

CHASE INDUSTRIES, INC.,
as Grantor

By: 
Name: Benjamin Mao
Title: Vice President

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

TRADEMARK
REEL: 006386 FRAME: 0870

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Jeffrey Rose
Title: Vice President


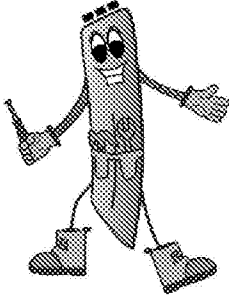
[Signature Page to Trademark Security Agreement (Second Lien)]

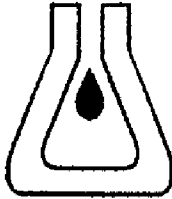
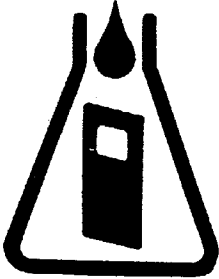
TRADEMARK
REEL: 006386 FRAME: 0871

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
DURUSLIDE	United States	75066108 01-MAR-1996	2030312 14-JAN-1997
AIR-GARD	United States	72133052 30-NOV-1961	0740010 30-OCT-1962
CHASE DOORS CHASE DOORS	United States	85109206 17-AUG-2010	4037336 11-OCT-2011
CHEM PRUF	United States	73334851 30-OCT-1981	1245847 19-JUL-1983
CHEM PRUF DOOR COMPANY, LTD. 	United States	76571655 23-JAN-2004	2996545 20-SEP-2005
COLDGUARD	United States	76394042 10-APR-2002	2765414 16-SEP-2003
<i>Design Only</i> 	United States	85949837 04-JUN-2013	4499582 18-MAR-2014
<i>Design Only</i>	United States	76571698 23-JAN-2004	2926265 15-FEB-2005

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
			
<i>Design Only</i> 	United States	73334850 30-OCT-1981	1250373 06-SEP-1983
DURASHIELD DURASHIELD	United States	77676096 23-FEB-2009	3676385 01-SEP-2009
DURULITE	United States	74543739 30-JUN-1994	2002140 24-SEP-1996
EASYSHIELD EASYSHIELD	United States	85885039 25-MAR-2013	4544742 03-JUN-2014
ECONO MAX ECONO MAX	United States	85279484 29-MAR-2011	4195488 21-AUG-2012
ECONOSPAN ECONOSPAN	United States	85907814 18-APR-2013	4544864 03-JUN-2014
ECOSWING ECOSWING	United States	85411692 31-AUG-2011	4243169 13-NOV-2012
EXTRUDART	United States	87180958	Not Available

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
EXTRUDART		23-SEP-2016	
FIB-R-DOR FIB-R-DOR	United States	85038465 14-MAY-2010	3899980 04-JAN-2011
FIB-R-LITE FIB-R-LITE	United States	85784214 20-NOV-2012	4526557 06-MAY-2014
FIB-R-MAX FIB-R-MAX	United States	85847021 12-FEB-2013	4526784 06-MAY-2014
GLASTEK GLASTEK	United States	85446646 13-OCT-2011	4243324 13-NOV-2012
PERFASTRIP PERFASTRIP	United States	85109208 17-AUG-2010	4061125 22-NOV-2011
POLARXPRESS POLARXPRESS	United States	85846289 11-FEB-2013	4523089 29-APR-2014
QUICKSTRIP QUICKSTRIP	United States	85446635 13-OCT-2011	4243323 13-NOV-2012
SAINO SAINO	United States	85279475 29-MAR-2011	4147697 22-MAY-2012
SUBZERO ENGINEERING SUBZERO ENGINEERING	United States	85846240 11-FEB-2013	4450314 17-DEC-2013

2. TRADEMARK APPLICATIONS

None.