# CH \$190.00 08763

ETAS ID: TM474415

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE:** 

**NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: Trademark Security Agreement (Second Lien)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ELIASON CORPORATION		05/11/2018	Corporation: MICHIGAN

### **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: 7**

Property Type	Number	Word Mark	
Registration Number:	0876334	EASY SWING	
Registration Number:	0775519	ECONO-COVER	
Registration Number:	1203629	ECONO-STRIPS	
Registration Number:	2571238	ELIASON	
Registration Number:	0789057	ELIASON	
Registration Number:	5125348	FIBER-FLEX	
Registration Number:	4875030	FLEX-LITE	

#### **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/

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DATE SIGNED:	05/17/2018			
Total Attachments: 5				
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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2018, is made by Eliason Corporation, a Michigan corporation ("<u>Grantor</u>"), in favor of Wilmington Trust, National Association ("<u>Wilmington Trust</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") 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:

- <u>Section 1</u>. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- <u>Section 2</u>. <u>Grant of Security Interest in Trademark Collateral</u>. 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 "<u>Trademark Collateral</u>"):

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- (a) all of its Trademarks, including, without limitation, those referred to on <u>Schedule 1</u> 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]

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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,

ELIASON CORPORATION, as Grantor

Name: Benjamin Mao

Title: Vice President

ACCEPTED AND AGREED

as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION,

Name: (

as Agent

Title: Vice President

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

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

## 1. REGISTERED TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
EASY SWING	United States	72302729	0876334
		15-JUL-1968	09-SEP-1969
ECONO-COVER	United States	72180654	0775519
		07-NOV-1963	18-AUG-1964
ECONO-STRIPS	United States	73314533	1203629
		12-JUN-1981	03-AUG-1982
ELIASON	United States	76233448	2571238
		30-MAR-2001	21-MAY-2002
ELIASON	United States	72185373	0789057
		27-JAN-1964	04-MAY-1965
FIBER-FLEX	United States	86753974	5125348
FIBER-FLEX		11-SEP-2015	17-JAN-2017
FLEX-LITE	United States	86217249	4875030
FLEX-LITE		11-MAR-2014	22-DEC-2015

# 2. TRADEMARK APPLICATIONS

None.

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**RECORDED: 05/17/2018** 

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