

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHASE INDUSTRIES, INC.		05/29/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 21			
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:	3676385	DURASHIELD	
Registration Number:	2002140	DURULITE	
Registration Number:	3899980	FIB-R-DOR	
Registration Number:	4147697	SAINO	
Registration Number:	4450314	SUBZERO ENGINEERING	
Registration Number:	4523089	POLARXPRESS	
Registration Number:	4499582		
Registration Number:	4544864	ECONOSPAN	
Registration Number:	4544742	EASYSHIELD	
Registration Number:	4526784	FIB-R-MAX	
Registration Number:	4526557	FIB-R-LITE	

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Property Type	Number	Word Mark
Serial Number:	88396465	INFRALINQ SOLUTIONS
Serial Number:	88860851	EASYSHIELD
Serial Number:	88860847	FIB-R-LITE

CORRESPONDENCE DATA

Fax Number:

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.

Email: mpotts@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com

Correspondent Name: Marissa Potts

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 11191-305

NAME OF SUBMITTER: Marissa Potts

SIGNATURE: /Marissa Potts/

DATE SIGNED: 06/02/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 29, 2020, 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).

W I T N E S S E T H:

WHEREAS, pursuant to the Priority Second Lien Credit Agreement, dated as of May 29, 2020 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time (the “Credit Agreement”), by Chase Industries, Inc., an Ohio corporation (“Chase Industries”), as Borrower, 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 Priority Second Lien Credit Agreement (collectively, the “Lenders” and individually each a “Lender”), the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to a Priority Second Lien Guaranty and Security Agreement of May 29, 2020 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”) 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.

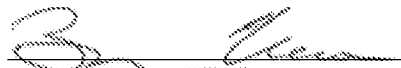
Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, 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, 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.

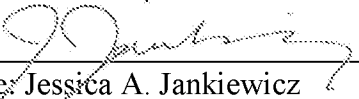
Very truly yours,

CHASE INDUSTRIES, INC.
as Grantor

By: 
Name: Benjamin Mao
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:


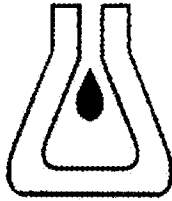
WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

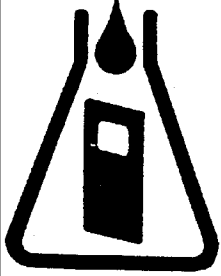
By: 
Name: Jessica A. Jankiewicz
Title: Assistant Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

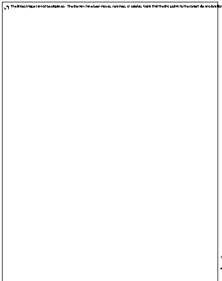
Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
AIR-GARD	United States	72133052 30-NOV-1961	0740010 30-OCT-1962	CHASE INDUSTRIES, INC.
CHASE DOORS CHASE DOORS	United States	85109206 17-AUG-2010	4037336 11-OCT-2011	CHASE INDUSTRIES, INC.
CHEM PRUF	United States	73334851 30-OCT-1981	1245847 19-JUL-1983	CHASE INDUSTRIES, INC.
CHEM PRUF DOOR COMPANY, LTD. 	United States	76571655 23-JAN-2004	2996545 20-SEP-2005	CHASE INDUSTRIES, INC.
COLDGUARD	United States	76394042 10-APR-2002	2765414 16-SEP-2003	CHASE INDUSTRIES, INC.
<i>Design Only</i> 	United States	76571698 23-JAN-2004	2926265 15-FEB-2005	CHASE INDUSTRIES, INC.
<i>Design Only</i>	United States	73334850 30-OCT-1981	1250373 06-SEP-1983	CHASE INDUSTRIES, INC.

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
				
DURASHIELD DURASHIELD	United States	77676096 23-FEB-2009	3676385 01-SEP-2009	CHASE INDUSTRIES, INC.
DURULITE	United States	74543739 30-JUN-1994	2002140 24-SEP-1996	CHASE INDUSTRIES, INC.
FIB-R-DOR FIB-R-DOR	United States	85038465 14-MAY-2010	3899980 04-JAN-2011	CHASE INDUSTRIES, INC.
SAINO SAINO	United States	85279475 29-MAR-2011	4147697 22-MAY-2012	CHASE INDUSTRIES, INC.
SUBZERO ENGINEERING SUBZERO ENGINEERING	United States	85846240 11-FEB-2013	4450314 17-DEC-2013	CHASE INDUSTRIES, INC.
POLARXPRESS ¹	United States	85/846,289	4523089	CHASE INDUSTRIES, INC.

¹ While this trademark is still active on the U.S. Patent and Trademark Office database, it has been abandoned by the applicable Grantor and such Grantor makes no representations or warranties with respect to this trademark.

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
 ²	United States	85/949,837	4499582	CHASE INDUSTRIES, INC.
ECONOSPAN ³	United States	85/907,814	4544864	CHASE INDUSTRIES, INC.
EASYSHIELD ⁴	United States	85/885,039	4544742	CHASE INDUSTRIES, INC.
FIB-R-MAX ⁵	United States	85/847,021	4526784	CHASE INDUSTRIES, INC.
FIB-R-LITE ⁶	United States	85/784,214	4526557	CHASE INDUSTRIES, INC.

2. TRADEMARK APPLICATIONS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
INFRALINQ SOLUTIONS	United States	88396465 22-APR-2019		CHASE INDUSTRIES, INC.
EASYSHIELD ⁷	United States	88860851 6-APR-2020		CHASE INDUSTRIES, INC.

² While this trademark is still active on the U.S. Patent and Trademark Office database, it has been abandoned by the applicable Grantor and such Grantor makes no representations or warranties with respect to this trademark.

³ While this trademark is still active on the U.S. Patent and Trademark Office database, it has been abandoned by the applicable Grantor and such Grantor makes no representations or warranties with respect to this trademark.

⁴ While this trademark is still active on the U.S. Patent and Trademark Office database, it has been abandoned by the applicable Grantor and such Grantor makes no representations or warranties with respect to this trademark.

⁵ While this trademark is still active on the U.S. Patent and Trademark Office database, it has been abandoned by the applicable Grantor and such Grantor makes no representations or warranties with respect to this trademark.

⁶ While this trademark is still active on the U.S. Patent and Trademark Office database, it has been abandoned by the applicable Grantor and such Grantor makes no representations or warranties with respect to this trademark.

⁷ This trademark application was filed on an intent-to-use basis and therefore constitutes an Excluded Property (as such term is defined in the Guaranty and Security Agreement) until a "statement of use" or "amendment to allege use" has been filed with and accepted by the USPTO.

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
FIB-R-LITE ⁸	United States	88860847 6-APR-2020		CHASE INDUSTRIES, INC.

⁸ This trademark application was filed on an intent-to-use basis and therefore constitutes an Excluded Property (as such term is defined in the Guaranty and Security Agreement) until a "statement of use" or "amendment to allege use" has been filed with and accepted by the USPTO.