

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMI INTERNATIONAL, LLC		05/29/2020	Limited Liability Company: DELAWARE
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: 19			
Property Type	Number	Word Mark	
Registration Number:	3717759	AIR-PRO	
Registration Number:	3672215	CASER	
Registration Number:	3713267	COOLKEEPER	
Registration Number:	3082236	FLEXGUARD	
Registration Number:	3073391	FLEXSCREEN	
Registration Number:	3161742	FLEXTHERM	
Registration Number:	4401928	MANAGING ENVIRONMENTS	
Registration Number:	3717754	MEGA-PRO	
Registration Number:	3672214	POLAR-PRO	
Registration Number:	3855407	PROTECTO	
Registration Number:	3022464	SAVE - T	
Registration Number:	2922320	SAVE -T	
Registration Number:	2941323	SAVE - T	
Registration Number:	2951097	SAVE -T LOC	
Registration Number:	2996493	SAVE-T	
Registration Number:	3782259	SCREEN-PRO	
Registration Number:	3745996	SERVICE-PRO	
Registration Number:	2794467	CURTRONIZER	
TRADEMARK			

CH \$490.00 3717759

Property Type	Number	Word Mark
Registration Number:	2788553	RIP-A-STRIP

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 TMI INTERNATIONAL, LLC, a Delaware 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).

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, Seneca 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;

WHEREAS, Grantor has agreed, pursuant 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”), 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, 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.

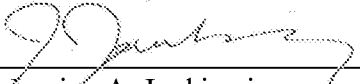
Very truly yours,

TMI INTERNATIONAL, 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: 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-PRO Air-Pro	United States	77641875 31-DEC-2008	3717759 01-DEC-2009	TMI INTERNATIONAL, LLC
CASER Caser	United States	77641884 31-DEC-2008	3672215 25-AUG-2009	TMI INTERNATIONAL, LLC
COOLKEEPER Coolkeeper	United States	77641894 31-DEC-2008	3713267 17-NOV-2009	TMI INTERNATIONAL, LLC
FLEXGUARD FLEXGUARD	United States	78598961 31-MAR-2005	3082236 18-APR-2006	TMI INTERNATIONAL, LLC
FLEXSCREEN FLEXSCREEN	United States	78598949 31-MAR-2005	3073391 28-MAR-2006	TMI INTERNATIONAL, LLC
FLEXTHERM FLEXTHERM	United States	78598953 31-MAR-2005	3161742 24-OCT-2006	TMI INTERNATIONAL, LLC
MANAGING ENVIRONMENTS	United States	85738472 25-SEP-2012	4401928 10-SEP-	TMI INTERNATIONAL,

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
MANAGING ENVIRONMENTS			2013	LLC
MEGA-PRO Mega-Pro	United States	77640566 29-DEC-2008	3717754 01-DEC-2009	TMI INTERNATIONAL, LLC
POLAR-PRO Polar-Pro	United States	77641861 31-DEC-2008	3672214 25-AUG-2009	TMI INTERNATIONAL, LLC
PROTECTO Protecto	United States	77641880 31-DEC-2008	3855407 05-OCT-2010	TMI INTERNATIONAL, LLC
SAVE - T Save - T	United States	76568370 06-JAN-2004	3022464 06-DEC-2005	TMI INTERNATIONAL, LLC
SAVE - T Save - T	United States	76568371 06-JAN-2004	2922320 01-FEB-2005	TMI INTERNATIONAL, LLC
SAVE - T Save - T	United States	76568793 05-JAN-2004	2941323 19-APR-2005	TMI INTERNATIONAL, LLC
SAVE -T LOC Save - T Loc	United States	76568794 05-JAN-2004	2951097 17-MAY-2005	TMI INTERNATIONAL, LLC
SAVE-T Save - T	United States	76568333 06-JAN-2004	2996493 20-SEP-2005	TMI INTERNATIONAL, LLC
SCREEN-PRO Screen-Pro	United States	77640446 29-DEC-2008	3782259 27-APR-2010	TMI INTERNATIONAL, LLC
SERVICE-PRO	United States	77641868 31-DEC-2008	3745996 09-FEB-	TMI INTERNATIONAL,

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
Service-Pro			2010	LLC
CURTRONIZER	United States	76489706 07-FEB-2003	2794467 16-DEC-2003	TMI INTERNATIONAL, LLC
RIP-A-STRIP	United States	76475022 11-DEC-2002	2788553 02-DEC-2003	TMI INTERNATIONAL, LLC

2. TRADEMARK APPLICATIONS

None.