

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chase Products Co.		02/19/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Whitehorse Capital Management, LLC, as the Collateral Agent		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	5932262	CHASE'S CLEAN HOME	
Registration Number:	5932263	CHASE'S CLEAN HOME	
Registration Number:	5050701	CHASE'S	
Registration Number:	4974704	CHASE'S HOME VALUE	
Registration Number:	4966184	CHASE'S HOME VALUE	
Registration Number:	4853974	GREEN WORLD N	
Registration Number:	4382499	GREEN WORLD	
Registration Number:	3847129	COLORSPRAY ULTIMATE	
Registration Number:	3757428	SPRAYSCENTS	
Registration Number:	3724499	COLORSPRAY ULTIMATE	
Registration Number:	3674202	CHAMPION WIPE ON	
Registration Number:	3028741	I'M TOO SEXY FOR THE SUN	
Registration Number:	3069317	SALON S SOLATTE	
Registration Number:	2996085	SALON SOLATTE	
Registration Number:	3154818	SOLATTE	
Registration Number:	3230394	CHAMPION'S CHOICE	
Registration Number:	2803770	WOODS GUARD	
Registration Number:	2493283	PUTTING THE BEST AT YOUR FINGERTIPS	

OP \$990.00 5932262

Property Type	Number	Word Mark
Registration Number:	2478651	PUTTING THE BEST AT YOUR FINGERTIPS
Registration Number:	2424081	CHASE CASE
Registration Number:	2341016	DECORATING MAGIC
Registration Number:	2712333	CHAMPION SPRAYON
Registration Number:	2739394	CHAMPION SPRAYON
Registration Number:	2267091	
Registration Number:	2261037	
Registration Number:	2262681	SANTA
Registration Number:	2547540	SPRING LINEN
Registration Number:	2189961	SNO BLOWER
Registration Number:	2070453	PROSALL
Registration Number:	2127536	KILL ZONE
Registration Number:	1924970	COLORSPRAY
Registration Number:	1944945	CHAMPION SPRAYON
Registration Number:	1842611	SMOOTH TRACK
Registration Number:	1821388	DECORATING MAGIC
Registration Number:	1575906	RUST CURB
Registration Number:	0802021	SPRAYPAK
Registration Number:	0802119	SPRAYPAK
Registration Number:	0671060	CHASE-MM
Registration Number:	0645334	CHAMPION SPRAYON

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER: Linda Kastner

SIGNATURE: /lk/

DATE SIGNED: 03/08/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 19th day of February, 2021, between CHASE PRODUCTS CO. (the “Grantor”), and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, “the Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among API AUTOMOTIVE PRODUCTS INTERNATIONAL INC., a Wyoming corporation (“API”), SKLAR BOV SOLUTIONS, INC., a Wyoming corporation (“BOV”), SKLAR HOLDINGS, INC., a Wyoming corporation (“Sklar Holdings” and together with API and BOV, individually, a “Borrower” and collectively, the “Borrowers”), BENNELLI, LLC, a California limited liability company, BETTERBILT, LLC, a California limited liability company, STARCO ENTERPRISES, INC., a California corporation, BLUE CROSS LABORATORIES, LLC, a Wyoming limited liability company, the other Persons party thereto from time to time as Guarantors, WHITEHORSE CAPITAL MANAGEMENT, LLC, as Administrative Agent, the Collateral Agent and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantor is required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of November 13, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the purpose of filing at the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in and to

the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) any and all of the Grantor's pending and registered U.S. Trademarks listed on Schedule I hereto; (ii) all pending applications, registrations, and renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith and (vi) all of each Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; provided, however, that Trademark Collateral shall not include any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. All matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, their validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof or thereof and any determinations with respect to post-judgment interest), shall be construed in accordance with and governed by the laws of the State of New York.


7. CONSTRUCTION. Each definition of an agreement in this Trademark Security Agreement shall include such instrument or agreement as amended, restated, supplemented or otherwise modified from time to time with, if required by the Loan Documents, the prior written consent of the Collateral Agent or the Lenders, as applicable. Except where the context otherwise requires, definitions imparting the singular shall include the plural and vice versa. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, unless otherwise specifically provided herein. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, whether or not so expressly stated in each such instance. The word “will” shall be construed to have the same meaning and effect as the word “shall”. “Writing”, “written” and comparable terms refer to printing, typing, computer disk, e-mail and other means of reproducing words in a visible form. Except where otherwise specifically restricted, reference to a party to a Loan Document includes that party and its successors and permitted assigns. All terms used herein which are defined in Article 9 of the UCC and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

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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.


GRANTOR:

CHASE PRODUCTS CO.

By: 
Name: Ross Sklar
Title: President

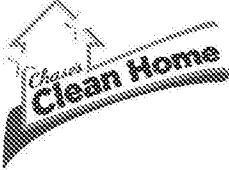

**ACCEPTED AND ACKNOWLEDGED
BY:**


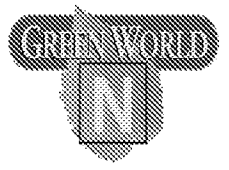

**WHITEHORSE CAPITAL MANAGEMENT,
LLC, as the Collateral Agent**

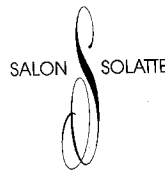
By: 
Name: Richard Siegel
Title: Authorized Signatory






SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

TRADEMARK	APPL. NO.	REG. NO.	OWNER
<p>CHASE'S CLEAN HOME</p> <p>Cross References: CHASES CLEAN HOME</p> <p>Chase's Clean Home</p>	86945607	5932262	CHASE PRODUCTS CO.
<p>CHASE'S CLEAN HOME</p> <p>Cross References: CHASES CLEAN HOME</p> 	86945611	5932263	CHASE PRODUCTS CO.
<p>CHASE'S</p> <p>Cross References: CHASES</p> 	86621250	5050701	CHASE PRODUCTS CO.
<p>CHASE'S HOME VALUE</p> <p>Cross References: CHASES HOME VALUE</p>	86621241	4974704	CHASE PRODUCTS CO.

TRADEMARK	APPL. NO.	REG. NO.	OWNER
CHASE'S HOME VALUE			
CHASE'S HOME VALUE Cross References: CHASES HOME VALUE 	86621259	4966184	CHASE PRODUCTS CO.
GREEN WORLD N 	86425949	4853974	CHASE PRODUCTS CO.
GREEN WORLD GREEN WORLD	85671778	4382499	CHASE PRODUCTS CO.
COLORSPRAY ULTIMATE Cross References: COLOR SPRAY ULTIMATE 	77791578	3847129	CHASE PRODUCTS CO.
SPRAYSCENTS Cross References: SPRAY SCENTS SPRAYscents	77791613	3757428	CHASE PRODUCTS CO.
COLORSPRAY ULTIMATE	77604357	3724499	CHASE PRODUCTS CO.

TRADEMARK	APPL. NO.	REG. NO.	OWNER
Cross References: COLOR SPRAY ULTIMATE COLORSPRAY ULTIMATE			
CHAMPION WIPE ON CHAMPION WIPE ON	77522700	3674202	CHASE PRODUCTS CO.
I'M TOO SEXY FOR THE SUN Cross References: I AM TOO SEXY FOR THE SUN	78520791	3028741	CHASE PRODUCTS CO.
SALON S SOLATTE 	78434033	3069317	CHASE PRODUCTS CO.
SALON SOLATTE	78412029	2996085	CHASE PRODUCTS CO.
SOLATTE Cross References: SO LATTE	78405022	3154818	CHASE PRODUCTS CO.
CHAMPION'S CHOICE	78182903	3230394	CHASE PRODUCTS CO.
WOODS GUARD	78179708	2803770	CHASE PRODUCTS CO.
PUTTING THE BEST AT YOUR FINGERTIPS	75751174	2493283	CHASE PRODUCTS CO.
PUTTING THE BEST AT YOUR FINGERTIPS	75980448	2478651	CHASE PRODUCTS CO.

TRADEMARK	APPL. NO.	REG. NO.	OWNER
CHASE CASE	75722882	2424081	CHASE PRODUCTS CO.
DECORATING MAGIC	75696008	2341016	CHASE PRODUCTS CO.
CHAMPION SPRAYON Cross References: CHAMPION SPRAY ON 	75539059	2712333	CHASE PRODUCTS CO.
CHAMPION SPRAYON Cross References: CHAMPION SPRAY ON 	75539060	2739394	CHASE PRODUCTS CO.
<i>Design Only</i> 	75500503	2267091	CHASE PRODUCTS CO.
<i>Design Only</i> 	75494896	2261037	CHASE PRODUCTS CO.
SANTA 	75453298	2262681	CHASE PRODUCTS CO.
SPRING LINEN	75361738	2547540	CHASE PRODUCTS CO.
SNO BLOWER	75267789	2189961	CHASE PRODUCTS CO.

TRADEMARK	APPL. NO.	REG. NO.	OWNER
Cross References: SNOW BLOWER			
PROSALL	74687714	2070453	CHASE PRODUCTS CO.
KILL ZONE	74590722	2127536	CHASE PRODUCTS CO.
COLORSPRAY Cross References: COLOR SPRAY COLORSPRAY	74489117	1924970	CHASE PRODUCTS CO.
CHAMPION SPRAYON Cross References: CHAMPION SPRAY ON	74475804	1944945	CHASE PRODUCTS CO.
SMOOTH TRACK	74398497	1842611	CHASE PRODUCTS CO.
DECORATING MAGIC	74398498	1821388	CHASE PRODUCTS CO.
RUST CURB	73792338	1575906	CHASE PRODUCTS CO.
SPRAYPAK Cross References: SPRAY PACK	72148474	0802021	CHASE PRODUCTS CO.
SPRAYPAK Cross References: SPRAY PACK	72148475	0802119	CHASE PRODUCTS CO.
CHASE-MM Cross References: CHASE THEM	72036055	0671060	CHASE PRODUCTS CO.
CHAMPION SPRAYON Cross References: CHAMPION SPRAY ON	72005397	0645334	CHASE PRODUCTS CO.