

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM761169

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chase Industries, Inc.		09/29/2022	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fiberglass Doors LLC		
<b>Street Address:</b>	c/o Phoenix Door Systems Inc.		
<b>Internal Address:</b>	7390 Union Centre Boulevard		
<b>City:</b>	West Chester		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45014		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1245847	CHEM PRUF	
<b>Registration Number:</b>	2996545	CHEM PRUF DOOR COMPANY, LTD.	
<b>Registration Number:</b>	2926265		
<b>Registration Number:</b>	1250373		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024202201		
<i>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.</i>			
<b>Phone:</b>	12024202200		
<b>Email:</b>	alice.weaver@BlankRome.com		
<b>Correspondent Name:</b>	Blank Rome LLP		
<b>Address Line 1:</b>	1825 Eye Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	200729-00062		
<b>NAME OF SUBMITTER:</b>	Megan R. Wood		
<b>SIGNATURE:</b>	/Megan R. Wood/		
<b>DATE SIGNED:</b>	10/14/2022		
<b>Total Attachments: 5</b>			

OP \$115.00 1245847

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of September 30, 2022, is made by Chase Industries, Inc., an Ohio corporation (“**Assignor**”), located at 11502 Century Boulevard, Cincinnati, Ohio 45246, in favor of Fiberglass Doors LLC, a Delaware limited liability company (“**Assignee**”), located at c/o Phoenix Door Systems Inc., 7390 Union Centre Boulevard, West Chester, Ohio 45014.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated effective as of September 30, 2022 (the “**Purchase Agreement**”), by and among Assignor, Tiger Door, LLC, a Delaware limited liability company, and Phoenix Door Systems Inc., a Delaware corporation (“**Phoenix**”), and that certain Assignment and Assumption of Purchase Agreement dated as of September 30, 2022 (the “**Purchase Agreement Assignment**”) pursuant to which Phoenix has assigned to Assignee and Assignee has assumed certain of Phoenix’s rights and obligations under the Purchase Agreement, Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, the Purchased Assets for the consideration and upon the terms and conditions set forth in the Purchase Agreement, and such Purchased Assets include certain intellectual property owned by Assignor and used in the operation of the Business.

WHEREAS, pursuant to the Purchase Agreement and the Purchase Agreement Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title, interest in and to the Trademarks, including, without limitation, the trademark registrations, set forth on Schedule 1 hereto, and all goodwill associated therewith, and the parties have agreed to execute and deliver this Trademark Assignment;

WHEREAS, Assignor owns all right, title and interest in and to the Trademarks including, without limitation, the trademark registrations, set forth on Schedule 1 hereto, and all goodwill associated therewith.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, the entire right, title, and interest in and to the following:

(a) the Trademarks, including the trademark registrations set forth on Schedule 1 hereto, and all registrations and applications therefor, all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with all goodwill associated with the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, unfair competition, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

All of the foregoing is to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, secretaries of state or other authorized individuals for UCC filings, and other applicable authorized individuals in jurisdictions outside the United States, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

**CHASE INDUSTRIES, INC.**

By: Clark Hale  
Name: Clark Hale  
Title: Chief Executive Officer  
Address for Notices: 11502 Century Boulevard  
Cincinnati, Ohio 45246

STATE OF New Jersey )  
 )SS.  
COUNTY OF Hunterdon )

On the 29<sup>th</sup> day of September, 2022, before me personally appeared Clark Hale, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Chase Industries, Inc., the corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of Chase Industries, Inc. for the uses and purposes mentioned in the instrument.

C. Sigafos  
Notary Public  
Printed Name: Claire E. Sigafos

My Commission Expires: 08/05/2024

CLAIRE E SIGAFOOS  
Notary Public  
State of New Jersey  
My Commission Expires Aug. 05, 2024  
I.D.# 2448661

[Trademark Assignment (Chem Pruf) – Signature Page]

Execution Version

IN WITNESS WHEREOF, Assignee has duly agreed to, accepted, executed and delivered this Trademark Assignment Agreement as of the date first written above.

FIBERGLASS DOORS LLC

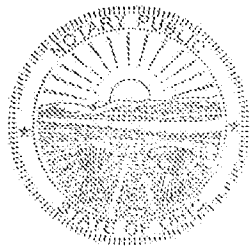
By: [Signature]  
Name: Todd M. Ray  
Title: Chief Executive Officer  
Address for Notices: c/o Phoenix Door Systems  
7390 Union Centre Blvd  
West Chester, Ohio 45069

STATE OF OHIO )  
COUNTY OF Buena )SS.  
)

On the 30 day of Sept, 2022, before me personally appeared Todd M. Ray, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Fiberglass Doors LLC, the limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of Fiberglass Doors LLC for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: Nicole R. Hoffman

My Commission Expires: 02/11/2023


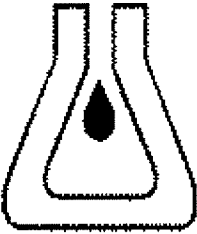



NICOLE R. HOFFMAN  
Notary Public, State of Ohio  
My Comm. Expires 02/11/2023

[Trademark Assignment (Chem Pruf) – Signature Page]

**SCHEDULE 1  
Assigned Trademarks**

Trademark Registrations

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
CHEM PRUF	United States	73334851 30-OCT-1981	1245847 19-JUL-1983
 CHEM PRUF DOOR COMPANY, LTD. & Design	United States	76571655 23-JAN-2004	2996545 20-SEP-2005
 (design only)	United States	76571698 23-Jan-2004	2926265 15-Feb-2005
 (design only)	United States	73334850 30-Oct-1981	1250373 06-Sept-1983