

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		09/30/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Chase Industries, Inc.		
Street Address:	10021 COMMERCE PARK DRIVE		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45246		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1245847	CHEM PRUF	
Registration Number:	2996545	CHEM PRUF DOOR COMPANY, LTD.	
Registration Number:	2926265		
Registration Number:	1250373		
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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>			
Phone:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	23743.515017		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/s/ Moira Sheehan		
DATE SIGNED:	09/30/2022		
Total Attachments: 4			

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PARTIAL RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of September 30, 2022, is made by Antares Capital LP, in its capacity as administrative agent (referred to herein as the “Agent”), in favor of Chase Industries, Inc., an Ohio corporation (the “Company”), pursuant to that certain First Lien Credit Agreement, dated as of May 11, 2018 (as amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), among the Company, the Agent and other parties thereto, and that certain First Lien Guaranty and Security Agreement, dated as of May 11, 2018 (as amended, restated, amended and restated, supplemented and/or modified from time to time, the “Security Agreement”), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered that certain Trademark Security Agreement, dated as of May 11, 2018, in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in all of the Trademark Collateral (as defined in the Trademark Security Agreement), including (i) the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule I attached to the Trademark Security Agreement, together with (ii) the goodwill of the business symbolized thereby;

WHEREAS, the Agent recorded its security interest in the Trademark Collateral with the United States Patent and Trademark Office (the “USPTO”) on May 16, 2018, at Reel/Frame No. 6331/0910;

WHEREAS, the Company has entered into that certain Asset Purchase Agreement, dated as of September 30, 2022, pursuant to which, among other things, the Company has agreed to sell to the purchaser thereunder the Company’s rights, title and interest in the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A hereto, together with the goodwill of the business symbolized thereby (collectively, the “Released Trademarks”); and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement, the Security Agreement and the Trademark Security Agreement, as applicable (it being understood that, in the event of any

conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its Lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks, and any right, title and interest of the Agent in the Released Trademarks shall hereby cease and be terminated.

SECTION 3. Effect of Release. Except for the release of Released Trademarks specifically identified on Schedule A attached hereto (including the associated goodwill), all terms and provisions of the Trademark Security Agreement shall remain in full force and effect. Except as expressly set forth above, nothing herein shall affect the security interest of the Agent in the Trademark Collateral, or any other security interest granted by the Company or any other Grantors to the Agent. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Security Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, and/or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or its agents or designees) reasonably requests (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

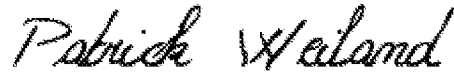
SECTION 5. Choice of Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Release, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law musing out of the subject matter hereof and any determinations with respect to post-judgment interest).

SECTION 6. Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed will be deemed an original and all of which taken together shall constitute one and the same agreement.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

ANTARES CAPITAL LP,
as Agent




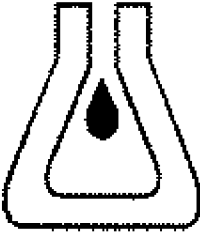
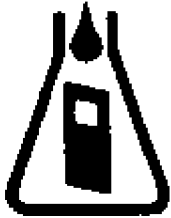
By: _____

Name: Patrick Weiland

Title: Duly Authorized Signatory

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark	Serial No.	Filing Date	Registration No.	Registration Date
CHEM PRUF	73334851	30-OCT-1981	1245847	19-JUL-1983
CHEM PRUF DOOR COMPANY, LTD. 	76571655	23-JAN-2004	2996545	20-SEP-2005
 (design only)	76/571698	23-JAN-2004	2,926,265	15-FEB-2005
 (design only)	73/334850	30-OCT-1981	1,250,373	06-SEPT-1983