

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM795124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chase Products Co.		03/16/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC		
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: 102			
Property Type	Number	Word Mark	
Registration Number:	2493283	PUTTING THE BEST AT YOUR FINGERTIPS	
Registration Number:	2478651	PUTTING THE BEST AT YOUR FINGERTIPS	
Registration Number:	1842611	SMOOTH TRACK	
Registration Number:	0645334	CHAMPION SPRAYON	
Registration Number:	1944945	CHAMPION SPRAYON	
Registration Number:	2739394	CHAMPION SPRAYON	
Registration Number:	2712333	CHAMPION SPRAYON	
Registration Number:	0671060	CHASE-MM	
Registration Number:	1924970	COLORSPRAY	
Registration Number:	2424081	CHASE CASE	
Registration Number:	2070453	PROSALL	
Registration Number:	2267091		
Registration Number:	2261037		
Registration Number:	3674202	CHAMPION WIPE ON	
Registration Number:	1575906	RUST CURB	
Registration Number:	2262681	SANTA	
Registration Number:	2189961	SNO BLOWER	
Registration Number:	2341016	DECORATING MAGIC	

OP \$2565.00 2493283

Property Type	Number	Word Mark
Registration Number:	1821388	DECORATING MAGIC
Registration Number:	2127536	KILL ZONE
Registration Number:	0802021	SPRAYPAK
Registration Number:	0802119	SPRAYPAK
Registration Number:	2547540	SPRING LINEN
Registration Number:	2803770	WOODS GUARD
Registration Number:	3230394	CHAMPION'S CHOICE
Registration Number:	3028741	I'M TOO SEXY FOR THE SUN
Registration Number:	3154818	SOLATTE
Registration Number:	2996085	SALON SOLATTE
Registration Number:	3069317	SALON S SOLATTE
Registration Number:	3724499	COLORSPRAY ULTIMATE
Registration Number:	3757428	SPRAYSCENTS
Registration Number:	3847129	COLORSPRAY ULTIMATE
Registration Number:	4382499	GREEN WORLD
Registration Number:	4853974	GREEN WORLD N
Registration Number:	4974704	CHASE'S HOME VALUE
Registration Number:	5050701	CHASE'S
Registration Number:	4966184	CHASE'S HOME VALUE
Registration Number:	5932262	CHASE'S CLEAN HOME
Registration Number:	5932263	CHASE'S CLEAN HOME
Registration Number:	3579823	CHAMPION WIPE ON
Serial Number:	77448305	SCENT-TIZER
Registration Number:	2606210	CLIPPERCARE
Registration Number:	2556764	SURE GRIP
Registration Number:	2261068	CHASE'S PRODUCTS CHASE'S CHASE-M
Registration Number:	2259172	CHASE PRODUCTS CO. THE QUALITY FIRST COM
Registration Number:	1862893	CHASE PRODUCTS THE QUALITY FIRST COMPANY
Registration Number:	3580372	CLIPPERCARE
Registration Number:	2342365	ELITE
Registration Number:	2523153	ECAN
Registration Number:	2253298	COTTONTAIL
Registration Number:	1687457	COUNTRY ESSENCE
Registration Number:	2462511	TOWEL ABOARD
Registration Number:	2652228	E CAN
Registration Number:	2728895	PROFESSIONAL AEROSOLS IN A BETTER PACKAG
Registration Number:	2899900	GALV-OFF
Registration Number:	3123102	MI SOLÉ

Property Type	Number	Word Mark
Registration Number:	3487909	E CAN
Registration Number:	3484121	ECAN
Serial Number:	86621227	CHASE'S
Serial Number:	78420240	MIO SOLE
Serial Number:	78253171	SCENT-TIZER
Serial Number:	77020025	AMERICAN CLASSIC
Serial Number:	76143691	EVERYDAY AEROSOLS IN A BETTER PACKAGE
Serial Number:	75928738	ALL FRESH
Serial Number:	75904813	BATCH MATCH
Serial Number:	75849680	SNAP GLOSS
Registration Number:	2543371	ERING
Registration Number:	2401785	CHASE'S PRODUCTS CHASE'S CHASE-M
Serial Number:	75751173	AMERICA'S HOME VALUE
Serial Number:	75716669	SPRAYSCENTS
Serial Number:	75539685	AMERICAN VALUE
Registration Number:	2441333	COUNTRY ESSENCE
Registration Number:	2244759	CHASE PRODUCTS CO. THE QUALITY FIRST COM
Registration Number:	2319827	HIGH ROLLER
Serial Number:	75459222	SPOOKY
Serial Number:	75458132	SPOOKY
Serial Number:	75420991	PROPLUS
Serial Number:	75420850	COLOUR ESSENCE
Serial Number:	75355376	CLEAN STAR
Serial Number:	75324642	PROSALL PROTOWELS
Serial Number:	75312556	CHAMPION WIPE ON
Serial Number:	75237050	DOES WONDERS
Registration Number:	2191340	OLDE NORDIC
Serial Number:	75103669	DOES WONDERS
Registration Number:	2055073	DOES WONDERS
Serial Number:	75087394	CHAMPION SPRAYON
Serial Number:	75010774	ENVIROFRIEND
Serial Number:	74705864	SOLVEX
Serial Number:	74650900	CLEAN STAR PROFESSIONAL TEAM
Serial Number:	74573497	SNO BLOWER
Serial Number:	74482175	HANG TUFF
Serial Number:	74398495	PERFECT TOUCH
Serial Number:	74398494	SMOOTH TRACK SOOTHE SHAVE
Serial Number:	72148476	SPRAYPAK

Property Type	Number	Word Mark
Registration Number:	0321752	SOLVEX
Serial Number:	75361739	BREEZE
Registration Number:	0992112	SNO BLOWER
Registration Number:	0933752	DOES WONDERS
Registration Number:	0820047	PRINCESS VAL
Registration Number:	0802120	SPRAYPAK
Registration Number:	0659719	CHASE'S
Registration Number:	0659718	CHASE'S CHASE-M

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.

Phone: 714.668.6200
Email: johnkline@paulhastings.com
Correspondent Name: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	John Kline
SIGNATURE:	/s/ John Kline
DATE SIGNED:	03/16/2023

Total Attachments: 8

source=WhiteHorse_Chase - Trademark Security Agreement (Chase DE) [Executed](115662995_1)#page1.tif
source=WhiteHorse_Chase - Trademark Security Agreement (Chase DE) [Executed](115662995_1)#page2.tif
source=WhiteHorse_Chase - Trademark Security Agreement (Chase DE) [Executed](115662995_1)#page3.tif
source=WhiteHorse_Chase - Trademark Security Agreement (Chase DE) [Executed](115662995_1)#page4.tif
source=WhiteHorse_Chase - Trademark Security Agreement (Chase DE) [Executed](115662995_1)#page5.tif
source=WhiteHorse_Chase - Trademark Security Agreement (Chase DE) [Executed](115662995_1)#page6.tif
source=WhiteHorse_Chase - Trademark Security Agreement (Chase DE) [Executed](115662995_1)#page7.tif
source=WhiteHorse_Chase - Trademark Security Agreement (Chase DE) [Executed](115662995_1)#page8.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”) is made as of March 16, 2023, between CHASE PRODUCTS CO., a Delaware corporation (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**”).

WITNESSETH:

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, in connection with the Credit Agreement, the Grantor executed a supplement to join as a grantor under 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:

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

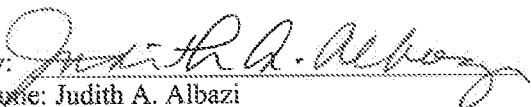
Section 7. CONSTRUCTION. Each definition of an agreement in this Trademark Security Agreement shall include such instrument or agreement as amended, restated, supplemented or otherwise modified from time to time with, if required by the Loan Documents, the prior written consent of the Collateral Agent 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.

[remainder of page intentionally left blank]

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.,
a Delaware corporation

By: 
Name: Judith A. Albazi
Title: President

Trademark Security Agreement

**ACCEPTED AND ACKNOWLEDGED
BY:**

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark	Registration Number/Application Number	Registration Date/ Filing Date
PUTTING THE BEST AT YOUR FINGERTIPS	2,493,283	9/25/2001
PUTTING THE BEST AT YOUR FINGERTIPS	2,478,651	8/14/2001
SMOOTH TRACK	1,842,611	7/5/1994
CHAMPION SPRAYON	645,334	5/14/1957
CHAMPION SPRAYON	1,944,945	1/2/1996
CHAMPION SPRAYON and Design	944,093	7/25/2006
CHAMPION SPRAYON and Design	856,934	10/27/2004
CHAMPION SPRAYON and Design	868,480	2/24/2005
CHAMPION SPRAYON and Design	2,739,394	7/22/2003
CHAMPION SPRAYON and Design	2,712,333	5/6/2003
CHASE-MM	671,060	12/16/1958
COLORSPRAY	1,924,970	10/10/1995
CHASE CASE	2,424,081	1/23/2001
PROSALL	2,070,453	6/10/1997
MISCELLANEOUS DESIGN (Running Man Logo)	2,267,091	8/3/1999
MISCELLANEOUS DESIGN (Running Man Logo)	2,261,037	7/13/1999
CHAMPION WIPE ON	3,674,202	8/25/2009
RUST CURB	1,575,906	1/9/1990
SANTA and Design	2,262,681	7/20/1999
SNO BLOWER	2,189,961	9/15/1998
DECORATING MAGIC	2,341,016	4/11/2000
DECORATING MAGIC	1,821,388	2/15/1994
KILL ZONE	2,127,536	1/6/1998
SPRAYPAK	802,021	1/18/1966
SPRAYPAK	802,119	1/18/1966
SPRING LINEN	2,547,540	3/12/2002
WOODS GUARD	2,803,770	1/6/2004
CHAMPION'S CHOICE	3,230,394	4/17/2007
I'M TOO SEXY FOR THE SUN	3,028,741	12/13/2005
SOLATTE	3,154,818	10/10/2006
SALON SOLATTE	2,996,085	9/13/2005
SALON S SOLATTE and Design	3,069,317	3/14/2006

Trademark	Registration Number/Application Number	Registration Date/ Filing Date
COLORSPRAY ULTIMATE	3,724,499	12/15/2009
SPRAYSCENTS	3,757,428	3/9/2010
COLORSPRAY ULTIMATE & DESIGN	3,847,129	9/14/2010
GREEN WORLD	4,382,499	8/13/2013
GREEN WORLD N & LEAF DESIGN	4,853,974	11/17/2015
CHASE'S HOME VALUE	4,974,704	6/7/2016
CHASE'S & DESIGN	5,050,701	9/27/2016
CHASE'S HOME VALUE & DESIGN	4,966,184	5/24/2016
CHASE'S CLEAN HOME	5,932,262	12/10/2019
CHASE'S CLEAN HOME & Design	5,932,263	12/10/2019
CHAMPION WIPE ON (and Crown Design)	3,579,823	2/24/2009
SCENT-TIZER	77/448,305	4/15/2008
CLIPPERCARE	2,606,210	8/6/2002
SURE GRIP	2,556,764	4/2/2002
CHAMPION SPRAYON	114,309	3/23/2000
CHASE'S PRODUCTS CHASE'S CHASE-M and Design	2,261,068	7/13/1999
CHASE PRODUCTS CO. THE QUALITY FIRST COMPANY	2,259,172	7/6/1999
CHASE PRODUCTS THE QUALITY FIRST COMPANY & DESIGN	1,862,893	11/15/1994
CLIPPERCARE	3,580,372	2/24/2009
ELITE	2,342,365	4/18/2000
ECAN	2,523,153	12/25/2001
COTTONTAIL and Design	2,253,298	6/15/1999
COUNTRY ESSENCE	1,687,457	5/19/1992
TOWEL ABOARD	2,462,511	6/19/2001
E CAN (STYLIZED)	2,652,228	11/19/2002
CHAMPION SPRAYON and Design	117,590	9/8/2000
PROFESSIONAL AEROSOLS IN A BETTER PACKAGE	2,728,895	6/24/2003
GALV-OFF	2,899,900	11/2/2004
MI SOLE'	3,123,102	8/1/2006
E CAN (Stylized)	3,487,909	8/19/2008
ECAN	3,484,121	8/12/2008
CHASE'S	86/621,227	5/6/2015
MIO SOLE	78/420,240	5/17/2004
SCENT-TIZER	78/253,171	5/22/2003
AMERICAN CLASSIC	77/020,025	10/12/2006

Trademark	Registration Number/Application Number	Registration Date/ Filing Date
EVERYDAY AEROSOLS IN A BETTER PACKAGE	76/143,691	10/10/2000
ALL FRESH	75/928,738	2/25/2000
BATCH MATCH	75/904,813	1/28/2000
SNAP GLOSS	75/849,680	11/15/1999
ERING	2,543,371	2/26/2002
CHASE'S PRODUCTS CHASE'S CHASE-M	2,401,785	11/7/2000
AMERICA'S HOME VALUE	75/751,173	7/14/1999
SPRAYSCENTS	75/716,669	5/28/1999
AMERICAN VALUE	75/539,685	8/20/1998
COUNTRY ESSENCE	2,441,333	4/3/2001
CHASE PRODUCTS CO. THE QUALITY FIRST COMPANY	2,244,759	5/11/1999
HIGH ROLLER	2,319,827	2/15/2000
SPOOKY	75/459,222	3/30/1998
SPOOKY	75/458,132	3/30/1998
PROPLUS	75/420,991	1/21/1998
COLOUR ESSENCE	75/420,850	1/21/1998
CLEAN STAR	75/355,376	9/11/1997
PROSALL PROTOWELS	75/324,642	7/15/1997
CHAMPION WIPE ON	75/312,556	6/20/1997
DOES WONDERS	75/237,050	2/5/1997
OLDE NORDIC	2,191,340	9/22/1998
DOES WONDERS	75/103,669	1/28/1997
DOES WONDERS	2,055,073	4/22/1997
CHAMPION SPRAYON	75/087,394	4/12/1996
ENVIROFRIEND	75/010,774	10/26/1995
SOLVEX	74/705,864	7/25/1995
CLEAN STAR PROFESSIONAL TEAM	74/650,900	3/23/1995
SNO BLOWER	74/573,497	9/14/1994
HANG TUFF	74/482,175	1/25/1994
PERFECT TOUCH	74,398,495	6/3/1993
SMOOTH TRACK SOOTHE SHAVE	74/398,494	6/3/1993
SPRAYPAK	72/148,476	7/6/1962
SOLVEX	321,752	2/12/1935
BREEZE	75/361,739	9/23/1997
SNO BLOWER	992,112	8/27/1974
DOES WONDERS	933,752	5/16/1972
PRINCESS VAL	820,047	12/6/1966
SPRAYPAK	802,120	1/18/1966
CHASE'S	659,719	3/25/1958
CHASE'S CHASE-M	659,718	3/25/1958