TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474334

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TMI INTERNATIONAL, LLC		05/11/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3717759	AIR-PRO
Registration Number:	3672215	CASER
Registration Number:	3713267	COOLKEEPER
Registration Number:	3082236	FLEXGUARD
Registration Number:	4073351	FLEXROOM
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

CH $515.00 3717759

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

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	65241-30390
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	05/16/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2018, is made by TMI International, LLC, a Delaware limited liability company ("Grantor"), in favor of Antares Capital ("Antares"), 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 First Lien Credit Agreement, dated as of May 11, 2018 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time (the "Credit Agreement"), by and among KDOR Merger Sub Inc., a Delaware corporation (the "Initial Borrower"), as Borrower prior to the consummation of the Closing Date Merger, Chase Industries, Inc., an Ohio corporation ("Chase Industries"), as Borrower upon the consummation of the Closing Date Merger, Senneca Holdings Inc., a Delaware corporation ("Holdings"), the other Persons party thereto that are designated as a "Credit Party", Antares Capital LP, a limited partnership (in its individual capacity, "Antares Capital"), as Agent for the several financial institutions from time to time party to the First Lien Credit Agreement (collectively, the "Lenders" and individually each a "Lender"), the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement of May 11, 2018 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers 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).

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.

Very truly yours,

TMI INTERNATIONAL, LLC,
as Grantor

By: _____
Name: Benjamin Mao
Title: Vice President

[Signature Page to Trademark Security Agreement (First Lien)]

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: Vince Di Grande
Name: Vince Di Grande
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
AIR-PRO Air-Pro	United States	77641875 31-DEC-2008	3717759 01-DEC-2009
CASER Caser	United States	77641884 31-DEC-2008	3672215 25-AUG-2009
COOLKEEPER Coolkeeper	United States	77641894 31-DEC-2008	3713267 17-NOV-2009
FLEXGUARD FLEXGUARD	United States	78598961 31-MAR-2005	3082236 18-APR-2006
FLEXROOM FLEXROOM	United States	85268719 16-MAR-2011	4073351 20-DEC-2011
FLEXSCREEN FLEXSCREEN	United States	78598949 31-MAR-2005	3073391 28-MAR-2006
FLEXTHERM FLEXTHERM	United States	78598953 31-MAR-2005	3161742 24-OCT-2006

MANAGING ENVIRONMENTS MANAGING ENVIRONMENTS	United States	85738472 25-SEP-2012	4401928 10-SEP-2013
MEGA-PRO Mega-Pro	United States	77640566 29-DEC-2008	3717754 01-DEC-2009
POLAR-PRO Polar-Pro	United States	77641861 31-DEC-2008	3672214 25-AUG-2009
PROTECTO Protecto	United States	77641880 31-DEC-2008	3855407 05-OCT-2010
SAVE - T **Save - T**	United States	76568370 06-JAN-2004	3022464 06-DEC-2005
SAVE - T **Save - T**	United States	76568371 06-JAN-2004	2922320 01-FEB-2005
SAVE - T **Save - T**	United States	76568793 05-JAN-2004	2941323 19-APR-2005
SAVE -T LOC **Save - T Loc**	United States	76568794 05-JAN-2004	2951097 17-MAY-2005
SAVE-T **Save - T**	United States	76568333 06-JAN-2004	2996493 20-SEP-2005
SCREEN-PRO Screen-Pro	United States	77640446 29-DEC-2008	3782259 27-APR-2010
SERVICE-PRO Service-Pro	United States	77641868 31-DEC-2008	3745996 09-FEB-2010
CURTRONIZER	United States	76489706 07-FEB-2003	2794467 16-DEC-2003

RIP-A-STRIP	United States	76475022 11-DEC-2002	2788553 02-DEC-2003

2. TRADEMARK APPLICATIONS

None.