

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HMF Express, LLC		05/29/2020	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3342805	HMF EXPRESS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	23743.515017		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		
DATE SIGNED:	06/01/2020		
Total Attachments: 6			
source=10 - Antares Chase Industries - 1L - Trademark Security Agreement - HMF#page1.tif			
source=10 - Antares Chase Industries - 1L - Trademark Security Agreement - HMF#page2.tif			
source=10 - Antares Chase Industries - 1L - Trademark Security Agreement - HMF#page3.tif			

CH \$40.00 3342805

source=10 - Antares Chase Industries - 1L - Trademark Security Agreement - HMF#page4.tif

source=10 - Antares Chase Industries - 1L - Trademark Security Agreement - HMF#page5.tif

source=10 - Antares Chase Industries - 1L - Trademark Security Agreement - HMF#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 29, 2020, is made by HMF EXPRESS, LLC, a North Carolina 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).

WITNESSETH:

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).


[SIGNATURE PAGES FOLLOW]

HMF EXPRESS, LLC
as Grantor

By: 
Name: Benjamin Mao
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By:  _____

Name: Scott Garlinghouse

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Serial. No. and Filing. Date	Reg. No and Reg. Date
HMF EXPRESS	77082172 12-JAN-2007	3342805 27-NOV-2007

2. TRADEMARK APPLICATIONS

None.

Error! Unknown document property name.