



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

50-3-7

1. Name of conveying party(ies): 2-3-03
Chase Industries, Inc.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Heller Financial, Inc.
Internal Address: _____
Street Address: 335 Madison Avenue
City: New York State: NY Zip: 10017
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amendment No. 1 to Patent Security Interest Agreement
Execution Date: 1/29/03

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) 10/077357
B. Patent No.(s) 5261186; 5528865; 5693271
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Maisha Gibson, Paralegal
Internal Address: _____
Street Address: Goldberg Kohn
55 E. Monroe Street, 37th Floor
City: Chicago State: IL Zip: 60603

6. Total number of applications and patents involved: 04
7. Total fee (37 CFR 3.41).....\$ 160.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
02/03/2003 6TON11 00000078 10077357
01 FC:021 160.00 OP
Maisha Gibson _____ Maisha Gibson _____ 1/31/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents:

**AMENDMENT NO. 1 TO
PATENT SECURITY INTEREST AGREEMENT**

THIS AMENDMENT NO. 1 ("**Amendment**") to that certain Patent Security Interest Agreement dated as of October 25, 2002 (the "**Security Agreement**") made by CHASE INDUSTRIES, INC., an Ohio corporation (the "**Borrower**") in favor of HELLER FINANCIAL, INC., a Delaware corporation, as agent ("**Agent**") for its own benefit and the benefit of the Lenders, is made as of January 29, 2003.

WHEREAS, the Borrower and Agent are parties to that certain Credit Agreement dated as of November 13, 1997, as it has been and may be further amended from time to time, pursuant to which the Agent and Lenders have agreed to extend loans and certain other financial accommodations to the Borrower and the Borrower has granted to the Agent a security interest in substantially all of the Borrower's assets, including, without limitation, its patents, patent applications (collectively, "**Intellectual Property**");

WHEREAS, since the date of the Borrower's execution of the Security Agreement, the Borrower has acquired interests in certain specific Intellectual Property (the "**New Intellectual Property**"); and

WHEREAS, the Borrower has agreed to amend the Security Agreement to confirm the inclusion of such New Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Security Agreement as follows:

1. Exhibits. Exhibit A as referred to in the Security Agreement shall be deemed to refer to Exhibit A, as amended by Amendment No. 1 to Exhibit A which is attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, the Borrower and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

CHASE INDUSTRIES, INC.

By 
Its _____

AGREED and ACCEPTED this _____
day of _____, 2003

HELLER FINANCIAL, INC., as Agent

By _____
Its _____

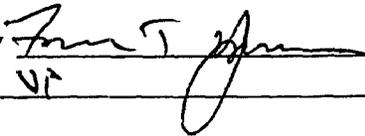
IN WITNESS WHEREOF, the Borrower and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

CHASE INDUSTRIES, INC.

By _____
Its _____

AGREED and ACCEPTED this _____
day of *January 29*, 2003

HELLER FINANCIAL, INC., as Agent

By  _____
Its *VP* _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Amendment No. 1 to Patent Security Interest Agreement was executed and acknowledged before me this 29th day of January, 2003, by Andrew Bachman, personally known to me to be the _____ of Chase Industries, Inc., an Ohio corporation, on behalf of such corporation.



Audrey J. Skinner
Notary Public
Hamilton County, Ohio

My Commission Expires:
9/11/06

AUDREY J. SKINNER
Notary Public, State of Ohio
My Commission Expires Sept. 11, 2006

ACKNOWLEDGMENT

STATE OF Connecticut
COUNTY OF Fairfield SS. Danbury

I, Nay Rita Presse, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Fred Yanni, the Vice President of Heller Financial, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of January, 2003.

Nay Rita Presse
Notary Public
Fairfield County, Connecticut

My Commission Expires:

September 30, 2007

NANCY RITA PRESSEAU
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2007

AMENDMENT NO. 1 TO EXHIBIT A

PATENTS

TITLE OF PATENT	PATENT NUMBER	PATENT APPLICATION NUMBER
Fire Door Closure Reset System	5,261,186	
Insulated Plastic Molded Door With Integral Hinge	5,528,865	
Rotationally Molding An Insulated Plastic Molded Door With Integral Hinge	5,693,271	
Rotationally Molded Door With Integrally Molded Hinge Member		10/077,357