

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4965058

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (FIRST LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
THERMOSEAL INDUSTRIES, LLC	05/11/2018
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	9402283
Patent Number:	9016031
Patent Number:	9526353
Patent Number:	7043886
Patent Number:	6742663
Patent Number:	8006984
Patent Number:	8869493
Patent Number:	9554660
Patent Number:	8176680
Patent Number:	7124543
Patent Number:	9441405
Application Number:	29544534
Application Number:	29577396
Application Number:	29559080
Application Number:	62456811
Application Number:	15607847
Application Number:	15234056
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
PATENT	

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
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Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	65241-30390
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NAME OF SUBMITTER:	DUSAN CLARK
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	05/16/2018
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 11, 2018, is made by Thermoseal Industries, LLC, a New Jersey 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 Patent 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 Patent 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 "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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 Patent 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 Patent 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 Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent 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 Patent 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 Patent 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]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THERMOSEAL INDUSTRIES, 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: Vince Di Grande
Name: Vince Di Grande
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Patent	Application Number/ Filing Date	Patent Number/ Issue Date
Spring Clip Corner Key Assembly	12798806 2010-04-12	9402283 2016-07-26
Door For A Refrigerated Cabinet	14493747 2014-09-23	9016031 2015-04-28
Door For E Freezer Cabinet	14806194 2015-07-22	9526353 2016-12-27
Shipping Container For Frangible Panels	10113468 2002-04-02	6742663 2004-06-01
Stackable Dolly	10972565 2004-10-25	8006984 2011-08-30
Door For A Refrigerated Cabinet	13792864 2013-03-11	8869493 2014-10-28
Reach-In Door For Refrigerated Cabinets	12806749 2010-08-19	9554660 2017-01-31
Sliding Door Assembly	11544215 2006-10-06	8176680 2012-05-15
Window Frame	10236087 2002-09-06	7124543 2006-10-24
Sliding Door Assembly	12/658225 2010-02-04	9441405 2016-09-13

2. PATENT APPLICATIONS

Patent	Application Number/ Filing Date
Door Assembly Packaging	29544534 2015-11-04
Door Assembly Packaging	PCT/US2016/046455 2016-08-11
Elliptical Door Handle	29577396 2016-09-13
Handle	29559080 2016-03-24
Insulating Door And Frame	62456811 2017-02-09
Support Wedge And Related Assemblies	15/607847 2017-05-30
Door Assembly Packaging	15234056 2016-08-11