

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6132192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TMI INTERNATIONAL, LLC	05/29/2020
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6941999
Patent Number:	6945304
Patent Number:	6933030
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>	
Email:	mpotts@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com
Correspondent Name:	MARISSA POTTS
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP
Address Line 2:	1285 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	11191-305
NAME OF SUBMITTER:	MARISSA POTTS
SIGNATURE:	/Marissa Potts/
DATE SIGNED:	06/02/2020
Total Attachments: 7	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 29, 2020, is made by TMI INTERNATIONAL, LLC, a Delaware limited liability company ("Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington Trust"), 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 Priority Second Lien Credit Agreement, dated as of May 29, 2020 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time (the "Credit Agreement"), by Chase Industries, Inc., an Ohio corporation ("Chase Industries"), as Borrower, Senneca Holdings Inc., a Delaware corporation ("Holdings"), the other Persons party thereto that are designated as a "Credit Party", Wilmington Trust, National Association (in its individual capacity, "Wilmington Trust"), as Agent for the several financial institutions from time to time party to the Priority Second Lien Credit Agreement (collectively, the "Lenders" and individually each a "Lender"), the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Priority Second Lien Guaranty and Security Agreement of May 29, 2020 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 and Agent to enter into the Credit Agreement and to induce the Lenders 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, each 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.

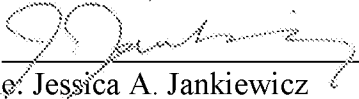
Very truly yours,

TMI INTERNATIONAL, LLC
as Grantor

By: 
Name: Benjamin Mao
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Jessica A. Jankiewicz
Title: Assistant Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Patent	Application Number/ Filing Date	Patent Number/ Issue Date	Owner
Adjustable Strip Door Hanger	10668839 2003-09-23	6941999 2005-09- 13	TMI INTERNATIONAL, LLC
Flexible-Strip Hanger For A Strip Door System And Method Of Making	10406527 2003-04-03	6945304 2005-09- 20	TMI INTERNATIONAL, LLC
Continuous Web Of Flexible Plastic Strips For Strip Door Systems	10360421 2003-02-07	6933030 2005-08- 23	TMI INTERNATIONAL, LLC

2. PATENT APPLICATIONS

None.