## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6132199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
ELIASON CORPORATION	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: 2**

Property Type	Number		
Patent Number:	8544150		
Patent Number:	8495795		

### **CORRESPONDENCE DATA**

Fax Number:

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.

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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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**EXECUTION VERSION** 

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 29, 2020, is made by

ELIASON CORPORATION, a Michigan corporation ("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).

WITNESSETH:

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,

**ELIASON CORPORATION** 

as Grantor

Name: Benjamin Mao

Title: Vice President

REEL: 052807 FRAME: 0124

# 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

**REEL: 052807 FRAME: 0125** 

## **EXECUTION VERSION**

# SCHEDULE I TO PATENT SECURITY AGREEMENT

# Patent Registrations

## 1. REGISTERED PATENTS

Patent	Application Number/ Filing Date	Patent Number/ Issue Date	Owner
Top Pin Door	13404497	8544150	ELIASON
Assembly	2012-02-24	2013-10-	CORPORATION
		01	
Top Pin Door	13404563	8495795	ELIASON
Assembly With	2012-02-24	2013-07-	CORPORATION
Hold Open Device		30	

## 2. PATENT APPLICATIONS

None.

Doc#: US1:13790946v2

RECORDED: 06/02/2020