

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
CONSOLIDATED CONTAINER COMPANY LP	08/03/2012
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	100 NORTH TRYON STREET, NC1-007-17-15
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 37	
Property Type	Number
Patent Number:	D657665
Patent Number:	D653114
Patent Number:	8065857
Patent Number:	7699171
Patent Number:	D401859
Patent Number:	D605946
Patent Number:	D417849
Patent Number:	D413516
Patent Number:	D414422
Patent Number:	D429162
Patent Number:	5693283
Patent Number:	D440485
Patent Number:	5702033
Patent Number:	D447955
Patent Number:	D450249

OP \$1480.00 D657665

Patent Number:	D450246
Patent Number:	D451026
Patent Number:	D451398
Patent Number:	D456270
Patent Number:	D471109
Patent Number:	D471457
Patent Number:	D473142
Patent Number:	6194043
Patent Number:	D487701
Patent Number:	D507184
Patent Number:	6247603
Patent Number:	7178687
Patent Number:	D523753
Patent Number:	6479115
Patent Number:	D559686
Patent Number:	6637612
Patent Number:	D565957
Patent Number:	D580270
Patent Number:	D581793
Application Number:	13364037
Application Number:	12881743
Application Number:	12101538

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

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ATTORNEY DOCKET NUMBER:	049268-0013
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NAME OF SUBMITTER:	KRISTIN J AZCONA
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Total Attachments: 7

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PATENT

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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

(Term Loan Facility)

This Patent Security Agreement, dated as of August 3, 2012, by and between Consolidated Container Company LP, a limited partnership formed under the laws of Delaware (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of July 3, 2012 (in such capacity together with its successors and assigns, the "Grantee").

W I T N E S S E T H:

Whereas, the Grantor is party to a Security Agreement dated as of July 3, 2012 (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement; and

Whereas, the Grantor is a party to (1) a Credit Agreement dated July 3, 2012 providing a revolving credit facility to Consolidated Container Company LLC, a Delaware limited liability company, Plastic Containers LLC, a Delaware limited liability company, the Grantor, Consolidated Container Finance Inc., a Delaware corporation and STC Plastics Inc., a California corporation and (2) a Credit Agreement dated July 3, 2012 providing a \$370,000,000 term loan to Consolidated Company LLC, a Delaware limited liability company (the "Term Loan Facility");

Now, therefore, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Patents owned by the Grantor including, without limitation, those issued Patents and Patent applications on Schedule I attached hereto and all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Patent Security Agreement is

deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon termination of the Security Agreement, the security interest granted pursuant to this Patent Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in all Patents owned by the Grantor, including, without limitation, those issued Patents and Patent applications listed on Schedule I attached hereto.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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,

CONSOLIDATED CONTAINER COMPANY LP,
as Grantor

By: 

Name: Louis Lettes

Title: Senior Vice President, General Counsel and
Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: _____

Name:

Title:

[Term Loan Patent Security Agreement]

PATENT
REEL: 029244 FRAME: 0975

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,

CONSOLIDATED CONTAINER COMPANY LP

By: _____
Name:
Title:

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: 
Name: **Angela Lau**
Title: **Vice President**

[Signature Page to Term Loan Patent Security Agreement]

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

PATENT AND PATENT APPLICATION NUMBER	TITLE
D657665 29/360841	Stackable container
D653114 29/404901	Stackable container
8065857 12/762803	Stackable containers and methods of manufacturing, stacking, and shipping the same
7699171 11/284696	Stackable containers and methods of manufacturing, stacking, and shipping the same
D401859 29/060330	Bottle
D605946 29/326296	Container
D417849 29/090529	Configuration for container
D413516 29/089480	Container
D414422 29/089482	Container
D429162 29/114235	Container
5693283 08/284893	Container with recycled plastic
D440485 29/120601	Configuration for a container
5702033 08/479942	Adjoined dual-tube dispenser
D447955 29/124104	Container
D450249 29/137515	Container

D450246 29/129071	Container
D451026 29/129048	Container
D451398 29/118586	Container with sealed handle
D456270 29/148771	Container
D471109 29/141643	Container
D471457 29/150818	Container
D473142 29/141201	Container
6194043 08/917044	Container with recycled plastic
D487701 29/170431	Container
D507184 29/146927	Container
6247603 09/377848	Container coating for increasing product outage
7178687 09/603255	Moldable plastic container with hourglass profile
D523753 29/204180	Container
6479115 09/768478	Container with recycled plastic
D559686 29/248928	Container
6637612 10/105988	Container with improved bottom

D565957 29/240903	Container
D580270 29/297838	Container
D581793 29/248929	Container

Applications:

PATENT AND PATENT APPLICATION NUMBER	TITLE
20120125941 13/364037	Container constructions
20100326872 12/881743	Stackable containers and methods of manufacturing, stacking, and shipping the same
20080254245 12/101538	Container constructions