

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
2266170 Ontario Inc.	03/14/2013
RECEIVING PARTY DATA	
Name:	The Bank of Nova Scotia, as Agent
Street Address:	West Commercial Banking Center
Internal Address:	2 Robert Speck Parkway, 4th Floor
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L4Z 1H8
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	13020167
Application Number:	13600582
Application Number:	13600688
Application Number:	61723644
Application Number:	61725324
Application Number:	61734667
Application Number:	61760880
Application Number:	61768873
CORRESPONDENCE DATA	
Fax Number:	7168490349
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	716.856.4000
Email:	rwatt@hodgsonruss.com
Correspondent Name:	Rachel S. Watt
Address Line 1:	Hodgson Russ LLP

CH \$320.00 13020167

Address Line 2:	140 Pearl Street, Suite 100
Address Line 4:	Buffalo, NEW YORK 14202-4040

ATTORNEY DOCKET NUMBER:	021204.00012
-------------------------	--------------

NAME OF SUBMITTER:	Rachel S. Watt
--------------------	----------------

Total Attachments: 5 source=Patent2266170Ontario#page1.tif source=Patent2266170Ontario#page2.tif source=Patent2266170Ontario#page3.tif source=Patent2266170Ontario#page4.tif source=Patent2266170Ontario#page5.tif
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") dated as of March 14, 2013, is between 2266170 ONTARIO INC., an Ontario corporation (the "Grantor"), and The Bank of Nova Scotia, in its capacity as agent for the "Secured Parties" as such term is defined in the Credit Agreement referred to below (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor has entered into a Second Amended and Restated Credit Agreement dated as of March 14, 2013 (as amended, restated, supplemented, renewed or otherwise modified from time to time, the "Credit Agreement") with the parties identified therein as borrowers, guarantors, various financial institutions (the "Lenders") and the Agent, pursuant to which the Lenders have agreed to make loans to, to issue or participate in letters of credit for the account of, and to make other financial accommodations to, the Grantor and such parties so identified as US Borrowers; and

WHEREAS, the Grantor has executed and delivered a security agreement dated March 14, 2013 governed by the laws of Ontario, Canada (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Agent as security for its obligations under the Credit Agreement and certain other obligations;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Credit Agreement or the Security Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of all of its Liabilities, the Grantor hereby assigns to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a continuing security interest in, the Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Patent Collateral"): (a) all letters patent and applications for letters patent throughout the world, including without limitation all patent applications in preparation for filing anywhere in the world and each patent and patent application referred to in Attachment 1 hereto; (b) all patent licenses, including without limitation each patent license referred to in Attachment 1 hereto; (c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b); and (d) all proceeds of, and rights associated with, the foregoing (including without limitation license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including without limitation any patent or patent application referred to in Attachment 1 hereto, and for breach or enforcement of any patent license, including without

limitation any patent license referred to in Attachment 1 hereto, and all rights corresponding thereto throughout the world.

3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments of the Lenders under the Credit Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein.

6. Governing Law. Except to the extent that the UCC provides for the application of the law of any other jurisdiction, this Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflicts of laws other than Section 5-1401 of the General Obligations Law of the State of New York. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE(S)  
FOLLOW(S)]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**GRANTOR:**

2266170 ONTARIO INC.

By: 

Name: Paul Higgins, Jr.

Title: Co-Chief Executive Officer

By: 

Name: Michael S. Higgins

Title: Co-Chief Executive Officer

**AGENT:**

THE BANK OF NOVA SCOTIA, as Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page - Patent Security Agreement]

021204.00012 Business-11083691v4

PATENT  
REEL: 030040 FRAME: 0884

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**GRANTOR:**

2266170 ONTARIO INC.

By: \_\_\_\_\_

Name: Paul Higgins, Jr.

Title: Co-Chief Executive Officer

By: \_\_\_\_\_

Name: Michael S. Higgins

Title: Co-Chief Executive Officer

**AGENT:**

THE BANK OF NOVA SCOTIA, as Agent

By:  \_\_\_\_\_

Title: Robert Boomhour  
Director

[Signature Page—Patent Security Agreement]

021204.00012 Business 11083691

**ATTACHMENT 1  
TO PATENT SECURITY AGREEMENT**

**PATENTS**

<b>TITLE</b>	<b>PATENT/APP. NO.</b>	<b>ISSUE DATE/ FILING DATE</b>	<b>STATUS &amp; COUNTRY</b>
BEVERAGE CAPSULE (CREMA FREE CAPSULE)	13/020167	Feb 3, 2011	Pending/ United States
MULTILAYERED MATERIAL AND CONTAINERS FORMED OF SAME	13/600,582	Aug 31, 2012	Pending/ United States
BEVERAGE CAPSULE (TENTED CAPSULE)	13/600,688	Aug 31, 2012	Pending/ United States
BEVERAGE CAPSULE WITH MOLDABLE FILTER	61/723,644	Nov 7 2012	Pending/ United States
BEVERAGE CAPSULE AND SYSTEM AND METHOD FOR MAKING SAME	61/725,324	Nov 12 2012	Pending/ United States
CONTAINER WITH REMOVABLE PORTION	61/734,667	Dec 7, 2012	Pending/ United States
CONTAINER WITH REMOVABLE PORTION (SECOND PROVISIONAL)	61/760880	Feb 5, 2013	Pending/ United States
SINGLE SERVE CAPSULE FOR IMPROVED EXTRACTION EFFICIENCY AND FLAVOR RETENTION	61/768,873	Feb. 25, 2013	Pending/ United States