

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2675956

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TOTAL INNOVATIVE PACKAGING, INC.	12/27/2013
RECEIVING PARTY DATA	
Name:	CYPRIMUM INVESTORS IV LP, AS ADMINISTRATIVE AGENT
Street Address:	C/O CYPRIMUM INVESTMENT PARTNERS LLC, 200 PUBLIC SQUARE
Internal Address:	SUITE 2020, ATTN: BETH LASCHINGER
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D621697
Patent Number:	D623050
Patent Number:	D623051
Patent Number:	D623052
Patent Number:	D623053
CORRESPONDENCE DATA	
Fax Number:	(404)581-8330
Phone:	404-581-8275
Email:	srbrown@jonesday.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	SIDNEY R. BROWN, JONES DAY
Address Line 1:	1420 PEACHTREE STREET, NE
Address Line 2:	SUITE 800
Address Line 4:	ATLANTA, GEORGIA 30309
NAME OF SUBMITTER:	SIDNEY R. BROWN

PATENT

Signature:	/Sidney R. Brown/
Date:	01/10/2014
Total Attachments: 10 source=CV Holdings - Patent Security Agreement#page1.tif source=CV Holdings - Patent Security Agreement#page2.tif source=CV Holdings - Patent Security Agreement#page3.tif source=CV Holdings - Patent Security Agreement#page4.tif source=CV Holdings - Patent Security Agreement#page5.tif source=CV Holdings - Patent Security Agreement#page6.tif source=CV Holdings - Patent Security Agreement#page7.tif source=CV Holdings - Patent Security Agreement#page8.tif source=CV Holdings - Patent Security Agreement#page9.tif source=CV Holdings - Patent Security Agreement#page10.tif	

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY AND ANY SECURITY INTERESTS OR OTHER LIENS SECURING SUCH OBLIGATIONS ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 27, 2013, AMONG CYPRIUM INVESTORS IV LP, A DELAWARE LIMITED PARTNERSHIP, AS AGENT FOR THE SUBORDINATED CREDITORS DESCRIBED THEREIN, CV HOLDINGS, L.L.C., THE OTHER BORROWERS AND CREDIT PARTIES PARTY THERETO, AND GENERAL ELECTRIC CAPITAL CORPORATION AS AGENT FOR THE SENIOR CREDITORS DESCRIBED THEREIN.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 27, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CYPRIUM INVESTORS IV LP, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below) and the Purchasers.

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Note Purchase Agreement, dated as of December 27, 2013 (as the same may be amended, refinanced, replaced, restated, supplemented and/or modified from time to time, the "Note Purchase Agreement"), by and among CV HOLDINGS, L.L.C., as the Issuer Representative and an Issuer, the other Issuers and Credit Parties from time to time party thereto, the Purchasers from time to time party thereto and Agent, the Purchasers have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 27, 2013 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of Agent, to guarantee the Obligations (as defined in the Note Purchase Agreement) of each Credit Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and Agent to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with Agent 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Purchasers, and grants to Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

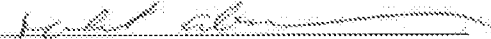
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

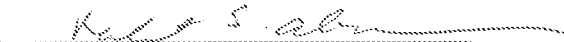
[SIGNATURE PAGES FOLLOW]

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.


CV HOLDINGS, L.L.C.

By: 
Name: Robert S. Abrams
Title: Manager


CAPITOL CUPS, INC.

By: 
Name: Robert S. Abrams
Title: Chief Executive Officer


CAPITOL MEDICAL DEVICES, INC.

By: 
Name: Robert S. Abrams
Title: Chief Executive Officer


CAPITOL PLASTIC PRODUCTS, L.L.C.

By: 
Name: Robert S. Abrams
Title: Manager

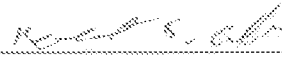
CSP TECHNOLOGIES, INC.

By: 
Name: Robert S. Abrams
Title: Chief Executive Officer

CV PARTNERS

By: 
Name: Robert S. Abrams
Title: Managing Agent

TOTAL INNOVATIVE PACKAGING, INC.

By: 

Name: Robert S. Abrams

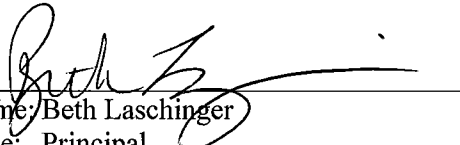
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CYPRIUM INVESTORS IV LP, as Agent

By: CYPRIUM IV MANAGEMENT LLC, its General
Partner

By: CYPRIUM INVESTMENT PARTNERS
LLC, its Manager

By: 
Name: Beth Laschinger
Title: Principal

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Title	Country	Appl #	Patent Phase	Publication/ Patent No.	Assignee
Desiccant Entrained Polymer	US	8611298	Issued	5911937	CSP Technologies, Inc.
Desiccant Entrained Polymer	US	9086880	Issued	6080350	CSP Technologies, Inc.
Modified Polymers Having Controlled Transmission Rates	US	9087830	Issued	6124006	CSP Technologies, Inc.
Desiccant Entrained Polymer	US	8812315	Issued	6130263	CSP Technologies, Inc.
Monolithic Polymer Composition Having a Water Absorption Material	US	9156720	Issued	6174952	CSP Technologies, Inc.
Monolithic Composition Having an Activation Material	US	9157014	Issued	6177183	CSP Technologies, Inc.
Monolithic Polymer Composition Having an Absorbing Material	US	9156937	Issued	6194079	CSP Technologies, Inc.
Desiccant Entrained Polymer	US	9122912	Issued	6214255	CSP Technologies, Inc.
Modified Polymers Having Controlled Transmission Rates	US	9087824	Issued	6221446	CSP Technologies, Inc.
A Barrier Pack Having an Absorbing Agent Applied to the Interior of the Pack	US	9333711	Issued	6279736	CSP Technologies, Inc.
Tamper Proof Container and Cap Assembly and Related Methods	US	9710330	Issued	6398067	CSP Technologies, Inc.
Method and Composition Having Interconnecting Channel Morphology for Aldehyde Absorption	US	9736559	Issued	6460271	CSP Technologies, Inc.
Co-Continuous Interconnecting Channel Morphology Polymer Having Controlled Gas Transmission Rate Through The Polymer	US	9627630	Issued	6465532	CSP Technologies, Inc.
Co-Continuous Interconnecting Channel Morphology Composition	US	9504029	Issued	6486231	CSP Technologies, Inc.
Monolithic Composition Having the Capability of Maintaining Constant Relative Humidity in a Package	US	9823355	Issued	6613405	CSP Technologies, Inc.
Co-Continuous Interconnecting Channel Morphology Polymer Having Modified Surface Properties	US	9627631	Issued	6696002	CSP Technologies, Inc.
Flip Top Golf Ball Container Assembly Provided with Moisture Barrier Properties	US	9876381	Issued	6705463	CSP Technologies, Inc.
Dispenser for Solid Objects	US	10177786	Issued	6726058	CSP Technologies, Inc.
A Leakproof, Resealable Container and Cap Assembly	US	9386702	Issued	6769558	CSP Technologies, Inc.

Interconnecting Channel Morphology Composition for Releasing CO2	US	10033973	Issued	6852783	CSP Technologies, Inc.
Lid for Disposable Drink Cups having a Flap Wherein the Lid/Cup Assembly is Leak and Drop Resistant	US	10447072	Issued	6886707	Capitol Cups, Inc.
Method of Incorporating a Promotional Item Into a Dual Wall Cup	US	10301428	Issued	6889455	Capitol Cups, Inc.
High Internal Phase Polymeric Emulsion Composition	US	10219908	Issued	6897247	Poly E Inc.
Desiccant Entrained Polymer	US	10723873	Issued	7005459	CSP Technologies, Inc.
A Moisture-Proof Resealable, Non-Cylindrical Container for Consumer Packages	US	10603296	Issued	7059492	Capitol Plastic Products, LLC
Meter Strip Dispenser Assembly	US	9751191	Issued	7063234	CSP Technologies, Inc.
A System, Method and Apparatuses for Maintaining, Tracking, Transporting and Identifying the Integrity of a Disposable Specimen Container with a Re-usable Transponder	US	10140698	Issued	7070053	Capitol Plastic Products, LLC
A Leakproof, Resealable Container Cap and Assembly	US	10779507	Issued	7198161	CSP Technologies, Inc.
Resealable Moisture Tight Containers for Strips and the Like	US	10683311	Issued	7213720	CSP Technologies, Inc.
Solid Objects Dispensers	US	10683176	Issued	7243817	CSP Technologies, Inc.
Thermoplastic Composition Comprising a CO2 Releasing Material	US	10794306	Issued	7314895	CSP Technologies, Inc.
Desiccant Vial Assembly for Effervescent Tablets	US	10219570	Issued	7413083	CSP Technologies, Inc.
Resealable Moisture Tight Container Assembly for Strips and the Like Having a Lip Snap Seal	US	11171171	Issued	7537137	CSP Technologies, Inc.
Method and Product for Embedding a Plurality of Plugs into a Plastic Multi-Component Housing	US	11619572	Issued	7681724	CSP Technologies, Inc.
Re-Sealable Moisture Tight Containers for Strips and the Like Having Alternative Sealing Mechanisms	US	11577554	Issued	7950546	CSP Technologies, Inc.
Non-Round Moisture-Tight Re-Sealable Containers With Round Sealing Surfaces	US	12398475	Issued	8100288	CSP Technologies, Inc.
Non-Round Moisture-Tight Re-Sealable Containers With Round Sealing Surfaces	US	13344970	Issued	8540116	CSP Technologies, Inc.
Active Film Adhered to Flexible Packages and Method Thereof	US	10599247	Issued	8142603	CSP Technologies, Inc.

Unitary Container and Flip-top cap Assembly Having Child Resistant Safety Features	US	11370053	Issued	8590734	CSP Technologies, Inc.
Container with Pill Dispensing Feature	US	11397073	Issued	8322567	Capitol Plastic Products, LLC
Twist and Lift Closure for Containers	US	11683266	Issued	8251252	CSP Technologies, Inc.
Dispenser Having a Dual Lever Mechanism	US	10595437	Issued	8549498	CSP Technologies, Inc.
Dispenser Having a Dual Lever Mechanism	US	13709529	Published	2013-0098937	CSP Technologies, Inc.
Bottle Shaped Container with Integrated Sleeve	US	12095097	Published	20090166312	CSP Technologies, Inc.
Resealable Moisture Tight Container Assembly for Strips and the Like Having a Lip Snap Seal	US	13533233	Issued	8528778	CSP Technologies, Inc.
Resealable Moisture Tight Container Assembly for Strips and the Like Having a Lip Snap Seal	US	13944708	Published	20130299508	CSP Technologies, Inc.
Moisture-Tight Edible Film Dispenser and Methods Thereof	US	10595776	Issued	8464898	CSP Technologies, Inc.
Unitary Container and Flip-Top Cap Assembly Having Child Resistant Safety Features	US	11909522	Issued	8267265	CSP Technologies, Inc.
Bulk Dispenser for Pre-Cut Edible Film	US	12528539	Issued	8534495	CSP Technologies, Inc.
Method for Incorporating an Anti-Counterfeiting Device into a Multi-Walled Container and the Multi-Walled Container Containing Such Device	US	12561941	Published	20100066502	CSP Technologies, Inc.
Two-Shell and Two-Drawer Containers	US	12861999	Issued	8540115	CSP Technologies, Inc.
Two-Shell and Two-Drawer Containers	US	14026088	Application		CSP Technologies, Inc.
Flat Pack Containers	US	14000563	Application		CSP Technologies, Inc.
Cap and Container Assembly for a Dosage Product	US	14000536	Application		CSP Technologies, Inc.
Leak Proof Container	US	12907266	Issued	8505767	Capitol Cups, Inc.
Vial With Non-Round Seal	US	12992749	Published	20110127269	CSP Technologies, Inc.
Dispenser	US	13139073	Published	20120006700	CSP Technologies, Inc.
Injection Molding Process for Molding Mechanical Interlocks Between Molded Components	US	13185017	Issued	8420197	CSP Technologies, Inc.
Closure with Shield, Stopper, and Pusher and Method for Making Same	US	13520037	Published	20130140262	Capitol Medical Devices, Inc.
Syringe and Integrated Needle	US	13805835	Published	20130200549	Capitol Medical Devices, Inc.

Tablet Dispenser	US	13702131	Published	20130256331	CSP Technologies, Inc.
Molding Apparatus, Method and Syringe Produced Using Same	US	13894984	Application		Capitol Medical Devices, Inc.
Vial	US	29397849	Issued	D677396	CSP Technologies, Inc.
Vial	US	29397850	Issued	D677397	CSP Technologies, Inc.
Vial	US	29397852	Issued	D677398	CSP Technologies, Inc.
Vial	US	29397853	Issued	D677399	CSP Technologies, Inc.
Lid	US	29431094	Application		Capitol Cups, Inc.
Container	US	29403848	Issued	D672642	CSP Technologies, Inc.
Container	US	29400317	Issued	D672643	CSP Technologies, Inc.
Vial	US	29380904	Issued	D644337	CSP Technologies, Inc.
Vial Rack	US	29319756	Issued	D596312	Capitol Plastic Products, LLC
Vial	US	29319754	Issued	D608011	CSP Technologies, Inc.
Identification Component for a Vial	US	29333362	Issued	D608900	Capitol Plastic Products, LLC
Container	US	29342741	Issued	D621697	Total Innovative Packaging, Inc.
Vial	US	29334436	issued	D621951	CSP Technologies, Inc.
Container	US	29353648	Issued	D623050	Total Innovative Packaging, Inc.
Container	US	29353650	Issued	D623051	Total Innovative Packaging, Inc.
Container	US	29353655	Issued	D623052	Total Innovative Packaging, Inc.
Container	US	29353663	Issued	D623053	Total Innovative Packaging, Inc.
Vial With Identification Component	US	29333409	Issued	D627081	Capitol Plastic Products, LLC
Vial	US	29342388	Issued	D631168	CSP Technologies, Inc.
Cup	US	29358904	Issued	D631693	Capitol Cups, Inc.
Sippy Cup	US	29358906	Issued	D632133	Capitol Cups, Inc.
Lid	US	29358903	Issued	D634196	Capitol Cups, Inc.
Portion of a Vial	US	29333365	Issued	D638135	Capitol Plastic Products, LLC
Portion of Valve	US	29359570	Issued	D639654	Capitol Cups, Inc.
Portion of Valve	US	29359572	Issued	D639655	Capitol Cups, Inc.
Vial	US	29346962	Issued	D640388	CSP Technologies, Inc.
Container	US	29342504	Issued	D640920	CSP Technologies, Inc.
Lid	US	29384589	Issued	D640924	CAPITOL CUPS, INC.
Vial	US	29357182	Issued	D641086	Capitol Plastic Products, LLC
Vial	US	29357183	Issued	D641087	Capitol Plastic Products, LLC
Container	US	29364326	Issued	D641088	Capitol Plastic Products, LLC
Vial	US	29380881	Issued	D644336	CSP Technologies, Inc.

