

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2867004

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (SECOND LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
HOFFMASTER GROUP, INC.	05/09/2014
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AND COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D561538
Patent Number:	D487552
Patent Number:	8042293
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<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:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	038263-0328
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	05/22/2014
Total Attachments: 6	
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PATENT

PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

May 9, 2014

WHEREAS, Hoffmaster Group, Inc., a Delaware corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Hoffmaster Group, Inc. (the “**Borrower**”), Hoffmaster Holdings, Inc., the Lenders party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent, are parties to a Second Lien Credit Agreement dated as of May 9, 2014 (as amended from time to time, the “**Second Lien Credit Agreement**”);

WHEREAS, pursuant to (i) a Second Lien Guarantee and Collateral Agreement dated as of May 9, 2014 (as amended and/or supplemented from time to time, the “**Second Lien Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor has [secured certain of its obligations (the “**Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Second Lien Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Second Lien Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Second Lien Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License (as defined in the Second Lien Guarantee and Collateral Agreement) to which the Grantor is a party,

including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Second Lien Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

HOFFMASTER GROUP, INC.

By: David L. Walkowski
Name: David L. Walkowski
Title: Vice President, Secretary and
Treasurer

Acknowledged:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

PATENT
REEL: 032993 FRAME: 0182

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

HOFFMASTER GROUP, INC.

By: _____
Name: David L. Walkowski
Title: Vice President, Secretary and
Treasurer

Acknowledged:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH
as Collateral Agent

By: 

Name: WHITNEY GASTON
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

PATENT
REEL: 032993 FRAME: 0184

**Schedule 1
to Patent
Second Lien Guarantee and Collateral Agreement**

HOFFMASTER GROUP, INC.

PATENTS AND DESIGN PATENTS

<u>Name of Owner</u>	<u>Patent No.</u>	<u>Issued</u>	<u>Expiration</u>	<u>Country</u>	<u>Title</u>
Hoffmaster Group, Inc.	D487552	03/16/2004	03/16/2018	United States	Paper Napkin
Hoffmaster Group, Inc.	D561538	02/12/2008	02/12/2022	United States	Food Container
Hoffmaster Group, Inc.	8,042,293	10/25/2011	06/15/2029 (assuming payment of all maintenance fees)	United States	Article Encircling Band With Removable Coupon Or Ticket

PATENT APPLICATIONS

<u>Case No.</u>	<u>Serial No.</u>	<u>Country</u>	<u>Date</u>	<u>Filing Title</u>
None.				

PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
None.			