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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2910180

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS			

CONVEYING PARTY DATA

Name	Execution Date
CONSOLIDATED CONTAINER COMPANY L.P.	06/17/2014

RECEIVING PARTY DATA

Name:	CITICORP NORTH AMERICA, INC., AS COLLATERAL AGENT				
Street Address:	CRMS DOCUMENTATION UNIT				
Internal Address:	580 CROSSPOINT PKWAY				
City:	GETZVILLE				
State/Country:	NEW YORK				
Postal Code:	14068				

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	13364037
Application Number:	14171471
Application Number:	13956423
Application Number:	13520073

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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.

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:	049268-0013			
NAME OF SUBMITTER:	KRISTIN J AZCONA			
SIGNATURE:	/KJA/			
DATE SIGNED:	06/23/2014			

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

This Patent Security Agreement, dated as of June 17, 2014, by and between CONSOLIDATED CONTAINER COMPANY LP, a limited partnership formed under the laws of Delaware (the "<u>Grantor</u>"), in favor of CITIBANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of June 17, 2014 (in such capacity together with its successors and assigns, the "<u>Grantee</u>").

WITNESSETH:

Whereas, the Grantor is party to a Security Agreement dated as of June 17, 2014 (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

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. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Patent Collateral</u>. 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 <u>Schedule I</u> 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. <u>Purpose</u>. 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. <u>Termination</u>. 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

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and security interest in all Patents owned by the Grantor, including, without limitation, those issued Patents and Patent applications listed on <u>Schedule I</u> attached hereto.

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

SECTION 7. <u>Counterparts</u>. 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

By: Cl. Sels

Name: Richard P. Sehring Title: Chief Financial Officer Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,

as Collateral Agent and Grantee

Ву: ____

Name: Ma/cus Villanueva

Title: Vice President

SCHEDULE I

GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

UNITED STATES PATENTS:

Registrations:

Title	Country	App. No. / Date	Patent or Pub. No. / Date	Owner
Stackable container	U.S.	29/360841 4/30/2010	D657665 4/17/2012	Consolidated Container Company LP
Stackable container	U.S.	29/404901 10/26/2011	D653114 1/31/2012	Consolidated Container Company LP
Stackable containers and methods of manufacturing, stacking, and shipping the same	U.S.	12/762803 4/19/2010	8065857 11/29/2011	Consolidated Container Company LP
Stackable containers and methods of manufacturing, stacking, and shipping the same	U.S.	11/284696 11/21/2005	7699171 4/20/2010	Consolidated Container Company LP
Container	U.S.	29/326296 10/15/2008	D605946 12/15/2009	Consolidated Container Company LP
Container	U.S.	29/114235 11/22/1999	D429162 8/8/2000	Consolidated Container Company LP
Container with recycled plastic	U.S.	08/284893 8/2/1994	5693283 12/2/1997	Consolidated Container Company LP
Configuration for a container	U.S.	29/120601 3/22/2000	D440485 4/17/2001	Consolidated Container Company LP
Adjoined dual-tube dispenser	U.S.	08/479942 6/7/1995	5702033 12/30/1997	Consolidated Container Company LP
Container	U.S.	29/124104 5/31/2000	D447955 9/18/2001	Consolidated Container Company LP

Title	Country	App. No. / Date	Patent or Pub. No. / Date	Owner
Container	U.S.	29/137515 2/22/2001	D450249 11/13/2001	Consolidated Container Company LP
Container	U.S.	29/129071 9/6/2000	D450246 11/13/2001	Consolidated Container Company LP
Container	U.S.	29/129048 9/6/2000	D451026 11/27/2001	Consolidated Container Company LP
Container with sealed handle	U.S.	29/118586 2/14/2000	D451398 12/4/2001	Consolidated Container Company LP
Container	U.S.	29/148771 9/26/2001	D456270 4/30/2002	Consolidated Container Company LP
Container	U.S.	29/141643 5/10/2001	D471109 3/4/2003	Consolidated Container Company LP
Container	U.S.	29/150818 11/30/2001	D471457 3/11/2003	Consolidated Container Company LP
Container	U.S.	29/141201 5/1/2001	D473142 4/15/2003	Consolidated Container Company LP
Container with recycled plastic	U.S.	08/917044 8/19/1997	6194043 2/27/2001	Consolidated Container Company LP
Container	U.S.	29/170431 11/6/2002	D487701 3/23/2004	Consolidated Container Company LP
Container	U.S.	29/146927 5/1/2001	D507184 7/12/2005	Consolidated Container Company LP
Container coating for increasing product outage	U.S.	09/377848 8/20/1999	6247603 6/19/2001	Consolidated Container Company LP
Moldable plastic container with hourglass profile	U.S.	09/603255 6/23/2000	7178687 2/20/2007	Consolidated Container Company LP

Title	Country	App. No. / Date	Patent or Pub. No. / Date	Owner
Container	U.S.	29/204180 4/26/2004	D523753 6/27/2006	Consolidated Container Company LP
Container with recycled plastic	U.S.	09/768478 1/24/2001	6479115 11/12/2002	Consolidated Container Company LP
Container	U.S.	29/248928 9/11/2006	D559686 1/15/2008	Consolidated Container Company LP
Container with improved bottom	U.S.	10/105988 3/25/2002	6637612 10/28/2003	Consolidated Container Company LP
Container	U.S.	29/240903 10/19/2005	D565957 4/8/2008	Consolidated Container Company LP
Container	U.S.	29/297838 11/20/2007	D580270 11/11/2008	Consolidated Container Company LP
Container	U.S.	29/248929 9/11/2006	D581793 12/2/2008	Consolidated Container Company LP
Container constructions	U.S.	12/101538 4/11/2008	20080254245 10/16/2008	Consolidated Container Company LP
Stackable containers and methods of manufacturing, stacking, and shipping the same	U.S.	12/881743 9/14/2010	8544649 10/1/2013	Consolidated Container Company LP
Process for removing volatiles from post-consumer recycled polyolefin chips	U.S.	08/674020 7/1/1996	5767230 6/16/1998	Consolidated Container Company LP

Applications:

Title	Country	App. No./ Date	Patent or Pub. No./ Date	Owner
Container constructions	U.S.	13/364037 2/1/2012	20120125941 A1 5/24/2012	Consolidated Container Company LP
Container constructions	U.S.	14/171471 2/3/2014	20140147608 A1 5/29/2014	Consolidated Container Company LP
PCR Container	U.S.	13/956423 8/1/2013		Consolidated Container Company LP
Process of Producing PCR Pellets	U.S.	13/520073 9/28/2012	20130015604 A1 1/17/2013	Consolidated Container Company LP

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