

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2915271

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SUPPLEMENTAL PATENT SECURITY AGREEMENT		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>		<b>Execution Date</b>	
CONSOLIDATED CONTAINER COMPANY LP		06/17/2014	
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	100 N. TRYON STREET		
<b>Internal Address:</b>	MAIL CODE: NC1-007-17-15		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	5767230		
<b>Application Number:</b>	13956423		
<b>Application Number:</b>	14171471		
<b>Application Number:</b>	13520073		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
<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>			
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	RENEE PRESCAN		
<b>Address Line 1:</b>	300 NORTH LASALLE STREET		
<b>Address Line 2:</b>	KIRKLAND & ELLIS LLP		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	15173-1 RMP		
<b>NAME OF SUBMITTER:</b>	RENEE M. PRESCAN		
<b>SIGNATURE:</b>	/Renee M. Prescan/		
<b>DATE SIGNED:</b>	06/26/2014		
<b>Total Attachments: 5</b>			

PATENT

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

**(Term Loan Facility)**

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 "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

By:   
Name: Richard P. Sehring  
Title: Chief Financial Officer

Accepted and Agreed:

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

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Term Loan Patent Security Agreement]

PATENT  
REEL: 033245 FRAME: 0047

Accepted and Agreed:

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

By: 

Name:

Title:

Director

Justin Neubauer

**SCHEDULE I**  
**to**  
**GRANT OF SECURITY INTEREST**  
**IN UNITED STATES PATENTS**

<b>PATENT AND PATENT APPLICATION NUMBER</b>	<b>TITLE</b>
5767230 08/674020	Process for removing volatiles from post-consumer recycled polyolefin chips

Applications:

<b>PATENT AND PATENT APPLICATION NUMBER</b>	<b>TITLE</b>
13/956423	PCR Container
20140147608 A1 14/171471	Container constructions
20130015604 A1 13/520073	Process of Producing PCR Pellets