

<b>PATENT ASSIGNMENT COVER SHEET</b>
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EPAS ID: PAT2941714

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN PATENT SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
REXAM PRESCRIPTION PRODUCTS INC.	06/16/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS AGENT
<b>Street Address:</b>	ELEVEN MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010

**PROPERTY NUMBERS Total: 35**

Property Type	Number
Patent Number:	5711442
Patent Number:	5899348
Patent Number:	6039195
Patent Number:	7527160
Patent Number:	7165692
Patent Number:	7434703
Patent Number:	7387214
Patent Number:	7922017
Patent Number:	8132684
Patent Number:	7832577
Patent Number:	7401707
Application Number:	11443329
Patent Number:	7891509
Patent Number:	7815063
Patent Number:	7455518
Patent Number:	6327770
Patent Number:	7021477
Patent Number:	7055708
Patent Number:	7214341
Patent Number:	7185776
Patent Number:	7032632

**PATENT**

Property Type	Number
Application Number:	12330163
Patent Number:	5927532
Patent Number:	7331479
Patent Number:	7510094
Patent Number:	7832578
Patent Number:	7837064
Patent Number:	8056742
Patent Number:	7673763
Patent Number:	8098162
Patent Number:	8011525
Patent Number:	8579140
Patent Number:	D606864
Patent Number:	6508373
Patent Number:	7975862

**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

**Correspondent Name:** LATHAM & WATKINS LLP

**Address Line 1:** 650 TOWN CENTER DRIVE

**Address Line 2:** SUITE 2000

**Address Line 4:** COSTA MESA, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:** 047160-0041

**NAME OF SUBMITTER:** RHONDA DELEON

**SIGNATURE:** /Rhonda DeLeon/

**DATE SIGNED:** 07/16/2014

**Total Attachments: 8**

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## **FIRST LIEN PATENT SECURITY AGREEMENT**

This **FIRST LIEN PATENT SECURITY AGREEMENT**, entered into as of June 16, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by Rexam Prescription Products Inc. (the "**Grantor**") in favor of Credit Suisse AG, Cayman Islands Branch, as security agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Agent**").

**WHEREAS**, the Grantor is party to the First Lien Pledge and Security Agreement dated as of May 2, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") among the Grantor, the other grantors party thereto and the Agent, pursuant to which the Grantor granted a security interest to the Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### **SECTION 2. Grant of Security Interest**

The Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the "**Patent Collateral**"):

- (a) any and all patents and patent applications, including, without limitation, the patents and applications listed or required to be listed in Schedule A attached hereto; (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; and (d) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto (including, without limitation, damages or payments for past, present or future infringements, dilutions, misappropriations or other violations thereof), the right to sue or otherwise recover for past, present or future infringements, dilutions, misappropriations or other violations thereof and all rights corresponding thereto).

Notwithstanding the foregoing, the term "Trademark Collateral" shall not include any Excluded Assets.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REXAM PRESCRIPTION PRODUCTS INC.

By: 

Name: Marc Christian Hänel

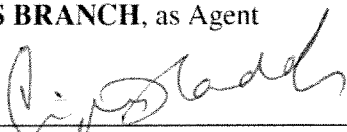
Title: Chief Executive Officer

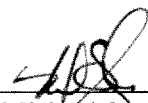
Signature Page to  
First Lien Patent Security Agreement

PATENT  
REEL: 033347 FRAME: 0170

Accepted and Agreed:

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Agent**

By:   
Name: Vipul Dhadda  
Title: Authorized Signatory

By:   
Name: Michael Spaight  
Title: Authorized Signatory

Signature Page to  
First Lien Patent Security Agreement

**PATENT**  
**REEL: 033347 FRAME: 0171**

**SCHEDULE A**  
**to**  
**FIRST LIEN PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

<u>Registered Owner</u>	<u>Patent</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Application Number</u>	<u>Application Date</u>
Rexam Prescription Products Inc.	Child resistant package	5711442	1/27/1998	08/608877	2/29/1996
Rexam Prescription Products Inc.	Child resistant package	5899348	5/4/1999	08/982996	12/2/1997
Rexam Prescription Products Inc.	Child resistant package	6039195	3/21/2000	09/210195	12/11/1998
Rexam Prescription Products Inc.	Closure having user-modifiable functionality	7527160	5/5/2009	10/682608	10/9/2003
Rexam Prescription Products Inc.	Child-resistant closure and container package	7165692	1/23/2007	10/768374	1/30/2004
Rexam Prescription Products Inc.	Child-resistant tamper-indicating package	7434703	10/14/2008	10/952146	9/27/2004
Rexam Prescription Products Inc. <sup>1</sup>	Closure and container package with child-resistant and non-child-resistant modes of operation	7387214	6/17/2008	10/952144	9/27/2004
Rexam Prescription Products Inc.	Child-resistant closure, container and package convertible to non-child-resistant operation	7922017	4/12/2011	11/129194	5/12/2005
Rexam Prescription Products Inc.	Child-resistant closure, package and method of making	8132684	3/13/2012	11/181130	7/14/2005
Rexam Prescription Products Inc. <sup>2</sup>	Child-resistant closure and package convertible to non-child-resistant operation	7832577	11/16/2010	11/190034	7/26/2005
Rexam Prescription Products Inc.	Child-resistant closure having a non-child-resistant mode of operation	7401707	7/22/2008	11/313047	12/20/2005

<sup>1</sup> Current record owner is Owens-Illinois Prescription Products Inc.

<sup>2</sup> Current record owner is Owens-Illinois Prescription Products Inc.

Rexam Prescription Products Inc.	Closure and container package with child-resistant and non-child-resistant modes of operation	pending	pending	11/443329 Publication 2006-0213861 A1	5/30/2006
Rexam Prescription Products Inc.	Closure and container package having child-resistant and non-child-resistant modes of operation	7891509	2/22/2011	11/602023	11/20/2006
Rexam Prescription Products Inc.	Closure and package with user-selectable child-resistant and non-child-resistant modes of operation	7815063	10/19/2010	11/655394	1/19/2007
Rexam Prescription Products Inc.	Injection molding	7455518	11/25/2008	11/707400	2/16/2007
Rexam Prescription Products Inc. <sup>3</sup>	Child resistant package	6327770	12/11/2001	09/465139	12/16/1999
Rexam Prescription Products Inc. <sup>4</sup>	Child-resistant closure and container package	7021477	4/4/2006	10/378441	3/3/2003
Rexam Prescription Products Inc. <sup>5</sup>	Child-resistant package	7055708	6/6/2006	10/682615	10/9/2003
Rexam Prescription Products Inc. <sup>6</sup>	Method of injection molding a preform including a radially extending element	7214341	5/8/2007	10/768331	1/30/2004
Rexam Prescription Products Inc. <sup>7</sup>	Closure and container package	7185776	3/6/2007	10/778508	2/16/2004
Rexam Prescription Products Inc. <sup>8</sup>	Measuring and dispensing closure	7032632	4/25/2006	10/952145	9/27/2004

<sup>3</sup> Current record owner is Owens-Illinois Prescription Products Inc.

<sup>4</sup> Current record owner is Owens-Illinois Prescription Products Inc.

<sup>5</sup> Current record owner is Owens-Illinois Prescription Products Inc.

<sup>6</sup> Current record owner is Owens-Illinois Prescription Products Inc.

<sup>7</sup> Current record owner is Owens-Illinois Prescription Products Inc.

<sup>8</sup> Current record owner is Owens-Illinois Prescription Products Inc.



Rexam Prescription Products Inc.	Bottom-fill container with an integral child-resistant lid	pending	pending	12/330163 Publication 2010-0140283	12/8/2008
Rexam Prescription Products Inc. <sup>9</sup>	Vapor-seal child resistant closure and container package	5927532	7/27/1999	08/840480	4/21/1997
Rexam Prescription Products Inc.	Child resistant container and cap	7331479	2/19/2008	10/834691	4/29/2004
Rexam Prescription Products Inc.	Child resistant one piece push and turn closure	7510094	3/31/2009	11/028939	1/4/2005
Rexam Prescription Products Inc.	Stacking feature for a child resistant push and turn closure and container combination	7832578	11/16/2010	11/129937	5/16/2005
Rexam Prescription Products Inc.	Fluid dispensing device	7837064	11/23/2010	11/881971	7/30/2007
Rexam Prescription Products Inc.	Two-piece child-resistant closure and package	8056742	11/15/2011	11/888106	7/31/2007
Rexam Prescription Products Inc.	Child resistant container and cap	7673763	3/9/2010	11/867373	10/4/2007
Rexam Prescription Products Inc.	Attachment of an RFID tag to a container	8098162	1/17/2012	12/079843	3/27/2008
Rexam Prescription Products Inc.	Child-resistant container having a deflectable release	8011525	9/6/2011	12/276832	11/24/2008
Rexam Prescription Products Inc.	Child-resistant dispensing closures and closure components	8579140	11/12/2013	12/335729	12/16/2008

<sup>9</sup> An assignment dated February 21, 2011 between Rexam Closure Systems Inc. and Rexam Healthcare Packaging Inc. was recorded March 28, 2011 at Reel/Frame No. 26032/0610 and a subsequent assignment dated April 15, 2014 between Rexam Healthcare Packaging Inc. and Rexam Prescription Products, Inc. was recorded April 21, 2014 at Reel/Frame No. 32720/0266, however, there is no chain of title between Owens-Illinois Closure Inc. and Rexam Closure Systems Inc.

Rexam Prescription Products Inc.	Closure	D606864	12/29/2009	29/340129	7/14/2009
Rexam Prescription Products Inc. <sup>10</sup>	Child resistant container and closure, package and method of assembly having a locking tab on the container and a cam stop lug on the closure	6508373	1/21/2003	09/692944	10/20/2000
Rexam Prescription Products Inc.	Child-resistant dispensing package	7975862	7/12/2011	11/784083	4/5/2007

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<sup>10</sup> An assignment dated February 21, 2011 between Rexam Closure Systems Inc. and Rexam Healthcare Packaging Inc. was recorded March 28, 2011 at Reel/Frame No. 26033/0427 and a subsequent assignment between Rexam Healthcare Packaging Inc. and Rexam Prescription Products, Inc. was recorded April 21, 2014 at Reel/Frame No. 32720/0266, however, there is no chain of title between Owens-Illinois Closure Inc. and Rexam Closure Systems Inc.