

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3280086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name		Execution Date	
MARIETTA CORPORATION		02/27/2015	
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT		
Street Address:	677 WASHINGTON BOULEVARD		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	29115690		
Application Number:	13114600		
CORRESPONDENCE DATA			
Fax Number:	(212)492-0104		
<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>			
Phone:	(212) 373-3104		
Email:	VMANN@PAULWEISS.COM, JRWAMBUYA@PAULWEISS.COM, DEWILLIAMS@PAULWEISS.COM		
Correspondent Name:	VIRGINIA F. MANN		
Address Line 1:	1285 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	018600-00013		
NAME OF SUBMITTER:	VIRGINIA F. MANN		
SIGNATURE:	/VIRGINIA F MANN/		
DATE SIGNED:	03/24/2015		
This document serves as an Oath/Declaration (37 CFR 1.63).			
Total Attachments: 5			
source=Patent Security Agreement - ABL Facility (Marietta) (EXECUTION VERSION)#page1.tif			
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NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of February 27, 2015, by MARIETTA CORPORATION ("Grantor"), in favor of UBS AG, STAMFORD BRANCH in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent") (this "Notice").

W I T N E S S E T H:

WHEREAS, by operation of a Supplement dated as of the date hereof (the "Supplement") to an ABL U.S. Security Agreement dated as of May 23, 2013 (the "Security Agreement") in favor of the Collateral Agent, the Grantor is a party to the Security Agreement, pursuant to which the Grantor is required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Supplement and the Security Agreement, the Grantor hereby agrees with the Collateral Agent 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. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) the Patents of the United States of America of such Grantor, including those listed on Schedule I attached hereto; and

(b) all Proceeds of the foregoing; provided, however, that the foregoing shall not include any asset that the Grantor now has or at any time in the future may acquire the right, title or interest of which is legally or beneficially owned by a person other than the Grantor.

SECTION 3. Security Agreement. The security interest granted pursuant to this Notice is granted with the security interest granted to the Collateral Agent pursuant to the Supplement and the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral 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. In the event that any provision of this Notice is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall

control. Notwithstanding anything in this Notice to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Notice and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor, at the sole cost and expense of the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Notice.

SECTION 5. Counterparts. This Notice 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 Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile transmission or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Notice.

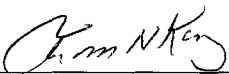
SECTION 6. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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

Very truly yours,


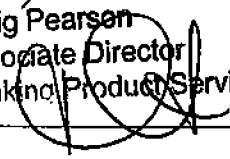
MARIETTA CORPORATION

By: 
Name: Thomas H. King
Title: Chief Financial Officer

[Signature page to Notice of Grant of Security Interest in Patents - ABL (Marietta)]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as
Collateral Agent,

By: 
Name: _____
Title: Craig Pearson
Associate Director
Banking Product Services, US
By: 
Name: _____
Title: _____

[Signature page to Notice of Grant of Security Interest in Patents - ABL (Marietta)]

Schedule I

Patents

Patent Name	Application Number	Registration Number
Sample Bottle	29/115,690	D439522 ¹
System and Method for Assembly of Packettes Having Closures (Continuation-in-part)	13/114600	Pending ²

¹ Patent will expire on March 27, 2015 unless renewed.

² Grantor intends to abandon this patent application on March 8, 2015.