

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3436770

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
LBP MANUFACTURING LLC		07/10/2015
RECEIVING PARTY DATA		
Name:	ARES CAPITAL CORPORATION, AS AGENT	
Street Address:	245 PARK AVENUE, 44TH FLOOR	
Internal Address:	C/O ARES MANAGEMENT	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10167	
PROPERTY NUMBERS Total: 54		
Property Type	Number	
Patent Number:	6736289	
Patent Number:	7150377	
Patent Number:	7770756	
Patent Number:	8056763	
Patent Number:	8627999	
Patent Number:	7066869	
Patent Number:	7740139	
Patent Number:	7735640	
Patent Number:	9051102	
Patent Number:	6863644	
Patent Number:	8424712	
Patent Number:	D543844	
Patent Number:	D594707	
Patent Number:	D594708	
Patent Number:	D611772	
Patent Number:	D634588	
Patent Number:	D634589	
Patent Number:	8870018	
Patent Number:	8529723	

PATENT

Property Type	Number
Patent Number:	7325718
Patent Number:	7587883
Patent Number:	8015780
Patent Number:	8820617
Patent Number:	D630508
Patent Number:	D631741
Patent Number:	D631742
Patent Number:	D631743
Patent Number:	7721774
Patent Number:	D469018
Patent Number:	D721584
Patent Number:	D675089
Patent Number:	D675090
Patent Number:	D675091
Patent Number:	D489939
Application Number:	62121607
Application Number:	29518788
Application Number:	29522373
Application Number:	12320030
Application Number:	13611820
Application Number:	11728973
Application Number:	12490121
Application Number:	13532489
Application Number:	14105722
Application Number:	13944556
Application Number:	62037355
Application Number:	13165346
Application Number:	13463479
Application Number:	13897196
Application Number:	14529646
Application Number:	13892018
Application Number:	12889144
Application Number:	13624169
Application Number:	14534871
Application Number:	13191219

CORRESPONDENCE DATA

Fax Number: (312)577-4565

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.

Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: KRISTIN BROZOVIC C/O KATTEN
Address Line 1: 525 W MONROE ST
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337285-47
NAME OF SUBMITTER:	KRISTIN BROZOVIC
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	07/13/2015

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 10, 2015, is made by LBP MANUFACTURING LLC, a Delaware limited liability company (the "Grantor"), in favor of Ares Capital Corporation ("Ares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LBP Intermediate Holdings LLC, a Delaware limited liability company (the "Borrower"), LBP IHC LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Ares as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement") pursuant to which the Grantor has agreed to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all

rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Patent Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Patent Collateral, all or such applicable portion of the Patent Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to the Grantor. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

LBP MANUFACTURING LLC, as Grantor

By: 

Name: Matthew Cook

Title: Chief Executive Officer & President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
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ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Agent

By: 

Name: MARK AFFOLTER

Its: AUTHORIZED SIGNATORY

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 036101 FRAME: 0766

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

C O	Title	Type	Filed	Appl. No.	Status	Issued	Pat. No.
Mobile Beverage							
US	BULK CONTAINER ASSEMBLY	UTL	5/17/2002	10/151,385	Granted	5/18/2004	6,736,289
US	BULK CONTAINER ASSEMBLY	CON	3/19/2004	10/804,466	Granted	12/19/2006	7,150,377
US	BULK CONTAINER ASSEMBLY	CIP	12/15/2006	11/640,122	Granted	8/10/2010	7,770,756
US	BULK CONTAINER ASSEMBLY	DIV	7/13/2010	12/835,341	Granted	11/15/2011	8,056,763
US	BEVERAGE CONTAINER	UTL	8/12/2011	13/209,030	Granted	1/14/2014	8,627,999
US	MACHINE FOR AND METHOD OF SECURING A LINING BAG AT PRECISE LOCATIONS ON THE INNER SURFACE OF A CONTAINER BLANK	DIV	7/21/2004	10/895,506	Granted	6/27/2006	7,066,869
US	BEVERAGE CONTAINER	PRO	2/27/2015	62/121,607	Pending		
US	BEVERAGE CONTAINER	D	2/27/2015	29/518,788	Pending		
US	BEVERAGE CONTAINER	D	3/30/2015	29/522,373	Pending		
US	CARRIER CAPABLE OF HANGING FROM A BACK OF A CONTAINER	UTL	2/24/2006	11/362,482	Granted	6/22/2010	7,740,139
US	CARRIER CAPABLE OF HANGING FROM A SIDE OF A CONTAINER	UTL	2/24/2006	11/362,485	Granted	6/15/2010	7,735,640
US	CARRIER CAPABLE OF HANGING FROM A SIDE OF A CONTAINER	CON	6/5/2010	12/819,684	Granted	6/9/2015	9,051,102
Cup Sleeves: Hot Cup Sleeves							
US	BEVERAGE CONTAINER HOLDER	PCT	6/5/2003	10/344,632	Granted	3/8/2005	6,863,644
US	CONTAINER SLEEVE	UTL	3/26/2010	12/748,037	Granted	4/23/2013	8,424,712
US	PROTECTIVE SLEEVE	UTL	1/16/2009	12/320,030	Pending		
US	PROTECTIVE SLEEVE	D	4/24/2006	29/258,611	Granted	6/5/2007	D543,844
US	PROTECTIVE SLEEVE	D	7/25/2008	29/321,925	Granted	6/23/2009	D594,707
US	PROTECTIVE SLEEVE	D	9/19/2008	29/324,764	Granted	6/23/2009	D594,708

US	PROTECTIVE SLEEVE	D	5/7/2008	29/317,816	Granted	3/16/2010	D611,772
US	CONTAINER SLEEVE	D	3/26/2010	29/358,446	Granted	3/22/2011	D634,588
US	CUP SLEEVE	D	3/26/2010	29/358,453	Granted	3/22/2011	D634,589
US	SLEEVE FOR A CONTAINER	UTL	2/22/2010	12/710,176	Granted	10/28/2014	8,870,018
US	FEEDER SYSTEM FOR BEVERAGE CONTAINER HOLDER PROCESS	UTL	9/12/2012	13/611,820	Pending		

Cup Sleeves:

Thermolite Sleeves

US	PROCESS OF EXPEDITING ACTIVATION OF HEAT-EXPANDABLE ADHESIVES/COATINGS USED IN MAKING PACKAGING SUBSTRATES	UTL	8/26/2011	13/218,947	Granted	9/10/2013	8,529,723
US	THERMALLY ACTIVATABLE INSULATING PACKAGING	UTL	3/27/2007	11/728,973	Pending		
US	INSULATING PACKAGING	CIP	6/23/2009	12/490,121	Pending		
US	INSULATING PACKAGING	CIP	6/25/2012	13/532,489	Pending		
US	INSULATING CONTAINER	CON	12/13/2013	14/105,722	Pending		
US	MICROWAVE HEATING OF HEAT-EXPANDABLE MATERIALS FOR MAKING PACKAGING SUBSTRATES AND PRODUCTS	CIP	7/17/2013	13/944,556	Pending		
US	WAVEGUIDE EXPOSURE CHAMBER FOR A MICROWAVE ENERGY APPLICATOR	PRV	8/14/2014	62/037,355	Pending		

Food Transport:

Soup Transport

US	PORTABLE FOOD DISPENSER	UTL	3/24/2004	10/808,214	Granted	2/5/2008	7,325,718
US	PORTABLE FOOD DISPENSER	DIV	12/12/2007	11/954,544	Granted	9/15/2009	7,587,883
US	PORTABLE FOOD DISPENSER	CON	9/14/2009	12/558,974	Granted	9/13/2011	8,015,780

Food Transport:

Food Trays

US	CARTON WITH TAMPER EVIDENT PRIZE INFORMATION FEATURE	UTL	3/22/2010	12/728,712	Granted	9/2/2014	8,820,617
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US	FOOD TRAY	UTL	6/21/2011	13/165,346	Pending		
US	FOOD TRAY	CIP	5/3/2012	13/463,479	Pending		
US	FOOD TRAY	CIP	5/17/2013	13/897,196	Pending		
US	FOOD TRAY	D	6/21/2010	29/364,228	Granted	1/11/2011	D630,508
US	FOOD TRAY	D	6/21/2010	29/364,215	Granted	2/1/2011	D631,741
US	FOOD TRAY	D	6/21/2010	29/364,218	Granted	2/1/2011	D631,742
US	FOOD TRAY	D	6/21/2010	29/364,223	Granted	2/1/2011	D631,743
US	DUAL COMPARTMENT FOOD TRAY ¹	UTL	10/31/2014	14/529,646	Pending		
US	CLAMSHELL CARTON WITH TEAR STRIP	UTL	5/10/2013	13/892,018	Pending		

Beverage Brewing Capsules: Disposable

US	DISPOSABLE SINGLE USE BEVERAGE PACKAGE	UTL	9/23/2010	12/889,144	Pending		
US	DISPOSABLE SINGLE USE BEVERAGE PACKAGE	CIP	9/21/2012	13/624,169	Pending		
US	DISPOSABLE SINGLE USE BEVERAGE PACKAGE	CON	11/6/2014	14/534,871	Pending		

Beverage Brewing Capsules: Reusable

US	DISPOSABLE SINGLE USE BEVERAGE PACKAGE	CIP	7/26/2011	13/191,219	Pending		
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Miscellaneous

US	FILLING DEVICE FOR USE WITH A CONTAINER	UTL	12/18/2006	11/641,927	Granted	5/25/2010	7,721,774
US	STORAGE AND DISPENSING CARAFE	D	4/17/2001	29/140,336	Granted	1/21/2003	D469,018
US	CUP LID WITH FLIP- BACK CLOSURE MEMBER	D	8/28/2013	29/465,518	Granted	1/27/2015	D721,584
US	DISPOSABLE CUP WITH CURVED RIB	D	5/25/2011	29/392,728	Granted	1/29/2013	D675,089
US	DISPOSABLE CUP WITH STRAIGHT RIB	D	5/25/2011	29/392,729	Granted	1/29/2013	D675,090
US	DISPOSABLE CUP WITH WAVE RIB	D	5/25/2011	29/392,731	Granted	1/29/2013	D675,091
US	DISPOSABLE BEVERAGE CONTAINER	D	4/25/2000	29/122,339	Granted	5/18/2004	D489,939

¹ An assignment from inventors James Hubbard, Kevin Fultz and Jonathan C. Smyk to LDP Manufacturing, Inc. has not yet been recorded at the PTO.