PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3945525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
PACKAGING COORDINATORS, LLC	07/01/2016
ANDERSONBRECON INC.	07/01/2016

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC	
Street Address:	: 520 MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	

PROPERTY NUMBERS Total: 20

Property Type	Number					
Patent Number:	6007264					
Patent Number:	6902335					
Patent Number:	7325703					
Patent Number:	7331460					
Patent Number:	7458741					
Patent Number:	7360652					
Patent Number:	7464818					
Patent Number:	7607834					
Patent Number:	7581642					
Patent Number:	7806270					
Patent Number:	7896161					
Patent Number:	7617935					
Patent Number:	7900772					
Patent Number:	8066121					
Patent Number:	7967144					
Patent Number:	8205752					
Patent Number:	D642467					
Patent Number:	8238018					

PATENT REEL: 039063 FRAME: 0563

503898874

Property Type	Number
Patent Number:	8794482
Application Number:	13862730

CORRESPONDENCE DATA

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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.

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ATTORNEY DOCKET NUMBER:	93368.00004 (FIRST LIEN)
NAME OF SUBMITTER:	CHRISTINE DIONNE
SIGNATURE:	/CHRISTINE DIONNE/
DATE SIGNED:	07/01/2016

Total Attachments: 6

source=Project Pioneer - First Lien Patent Security Agreement (Executed)#page1.tif source=Project Pioneer - First Lien Patent Security Agreement (Executed)#page2.tif source=Project Pioneer - First Lien Patent Security Agreement (Executed)#page3.tif source=Project Pioneer - First Lien Patent Security Agreement (Executed)#page4.tif source=Project Pioneer - First Lien Patent Security Agreement (Executed)#page5.tif source=Project Pioneer - First Lien Patent Security Agreement (Executed)#page6.tif

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "**Agreement**"), dated as of July 1, 2016, is made by the Grantors (as identified below), in favor of Jefferies Finance LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "**Collateral Agent**").

WHEREAS, PACKAGING COORDINATORS, LLC, a Delaware limited liability company and ANDERSONBRECON INC., an Illinois corporation (collectively, the "Grantors" and each a "Grantor"), own the Patent Collateral (as defined below);

WHEREAS, the Grantors are parties to a First Lien Security Agreement dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral and are required to execute and deliver this Patent Security Agreement (the "Agreement").

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

NOW, **THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Patent Collateral**"): all Patents (as defined in the Security Agreement) owned by such Grantor (including, without limitation, the patents and patent applications set forth on <u>Schedule A</u> annexed hereto).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. All the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Patent Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Patent Collateral shall revert to Grantors.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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 signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

PACKAGING COORDINATORS, LLC, a Delaware limited liability company

ANDERSONBRECON INC., an Illinois corporation

By: Name:

Name: Mitch Blumenfeld
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC, as the Collateral Agent

By:

Name:

Title:

[Signature Page to First Lien Patent Security Agreement]

SCHEDULE A TO PATENT SECURITY AGREEMENT

US Patents Issued:

Country	Patent Number	Issue Date	Title	Pub. Number	Pub. Date	Owner
US	6,007,264	12-28-1999	Integral Package Applicator	N/A	N/A	Packaging Coordinators, LLC
US	6,902,335	06-07-2005	Hand Held Dispensing and Application Apparatus	US 2004- 0223802	11-11-2004	Packaging Coordinators, LLC
US	7,325,703	02-05-2008	Multi-Cavity Blister Package for Storing and Dispensing Flowable Substances	US 2006- 0283761	12-21-2006	Packaging Coordinators, LLC
US	7,331,460	02-19-2008	Shielded Medicament Package	US 2007- 0151893	07-05-2007	Packaging Coordinators, LLC
US	7,458,741	12-02-2008	Multiple Compartment Storage and Dispensing Apparatus	US 2004- 0223801	11-11-2004	Packaging Coordinators, LLC
US	7,360,652	04-22-2008	Child Resistant Product Dispenser	US 2005- 0274643	12-15-2005	Packaging Coordinators, LLC
US	7,464,818	12-16-2008	Child Resistant and Senior Friendly Medicament Storage and Distribution Package	US 2007- 0084747	04-19-2007	Packaging Coordinators, LLC
US	7,607,834	10-27-2009	Peelable Pouch Containing a Single or Multiple Dosage Forms and Process of Making Same	US 2006- 0023976	02-02-2006	Packaging Coordinators, LLC
US	7581642	01-Sep- 2009	Child-Resistant, Senior-Friendly Unit Dose Container	US 2007- 0235368- A1	11-Oct- 2007	AndersonBrecon Inc.

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Country	Patent Number	Issue Date	Title	Pub. Number	Pub. Date	Owner
US	7806270	05-Oct- 2010	Child-Resistant, Senior-Friendly Unit Dose Container	US 2009- 0045096- A1	19-Feb- 2009	AndersonBrecon Inc.
US	7896161	01-Mar- 2011	Child-Resistant, Senior-Friendly Carded Package And Method Of Assembly	US 2009- 0178949- A1	16-Jul- 2009	AndersonBrecon Inc.
US	7617935	17-Nov- 2009	Reusable Child- Resistant, Senior- Friendly Unit Dose Container	US 2009- 0178948- A1	16-Jul- 2009	AndersonBrecon Inc.
US	7900772	08-Mar- 2011	Child-Resistant, Senior-Friendly Unit Dose Container	US 2010- 0300923- A1	02-Dec- 2010	AndersonBrecon Inc.
US	8066121	29-Nov- 2011	Child-Resistant, Senior-Friendly Package Having A Squeeze- Release Mechanism And Method Of Assembly	US 2011- 0068039- A1	24-Mar- 2011	AndersonBrecon Inc.
US	7967144	28-Jun- 2011	Child-Resistant, Senior-Friendly Package Having A Squeeze- Release Mechanism And Method Of Assembly	US 2011- 0108451- A1	12-May- 2011	AndersonBrecon Inc.
US	8205752	26-Jun- 2012	Child-Resistant, Senior-Friendly Package Having Deactivatable Locking Mechanism	US 2011- 0186469- A1	04-Aug- 2011	AndersonBrecon Inc.
US	D642467	02-Aug- 2011	Tear-Off Cap For A Vial	N/A	N/A	AndersonBrecon Inc.
US	8328018	11-Dec- 2012	Child-Resistant, Carded Blister Package And Method Of Manufacture	US 2012- 0111761- A1	10-May- 2012	AndersonBrecon Inc.

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Country	Patent Number	Issue Date	Title	Pub. Number	Pub. Date	Owner
US	8,794,482	5-Aug- 2014	Pill Dispenser	US 2013- 0075418	28-Mar- 2013	AndersonBrecon Inc.

US Patents Pending:

Country	Appl. Number	Filing Date	Title	Pub. Number	Pub. Date	Owner
US	13/862,73	15-Apr-	Child-Resistant,	US 2014-	16-Oct-	AndersonBrecon Inc.
	0	2013	Senior-Friendly	0305834	2014	
			Package			

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RECORDED: 07/01/2016