

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4179293

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
PARAGON FILMS, INC.		12/09/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BLACKROCK CAPITAL INVESTMENT CORPORATION, AS AGENT	
<b>Street Address:</b>	40 EAST 52ND STREET	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10222	
<b>PROPERTY NUMBERS Total: 16</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	8221298	
Patent Number:	8100356	
Patent Number:	8475349	
Patent Number:	8777829	
Application Number:	14167580	
Application Number:	12969738	
Application Number:	14267228	
Application Number:	14267375	
Patent Number:	9346247	
Application Number:	15133349	
Application Number:	14551673	
Application Number:	15224937	
PCT Number:	US1644998	
Application Number:	62355799	
Application Number:	62378027	
Application Number:	62383118	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(310)557-2193	
<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>		

PATENT

**Phone:** 310-557-2900  
**Email:** klathrop@proskauer.com  
**Correspondent Name:** PROSKAUER ROSE LLP  
**Address Line 1:** 2049 CENTURY PARK EAST, SUITE 3200  
**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	25405.002
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<b>NAME OF SUBMITTER:</b>	KIMBERLEY A. LATHROP
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<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
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<b>DATE SIGNED:</b>	12/09/2016
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**Total Attachments: 8**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 9, 2016 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG ANTARES CAPITAL LP, AS THE FIRST LIEN AGENT, AND BLACKROCK CAPITAL INVESTMENT CORPORATION, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

**SECOND LIEN PATENT SECURITY AGREEMENT**

THIS SECOND LIEN PATENT SECURITY AGREEMENT, dated as of December 9, 2016 (this "Patent Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BlackRock Capital Investment Corporation ("BlackRock"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of December 9, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders from time to time party thereto and BlackRock, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers 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 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 (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.

Notwithstanding anything to the contrary, in no event shall the Patent Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Patents subject to a security interest hereunder.


Section 5. 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 6.     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.

[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.

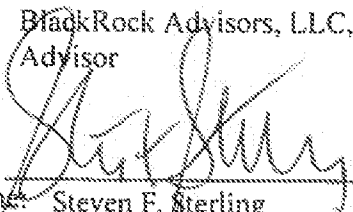
**PARAGON FILMS, INC.,**  
an Oklahoma corporation, as a Grantor

By:   
Name: Alex E. Washington  
Title: Secretary and Treasurer

ACCEPTED AND AGREED  
as the date first above written:

BLACKROCK CAPITAL INVESTMENT  
CORPORATION, as Agent

By: BlackRock Advisors, LLC, its Investment  
Advisor

By:   
Name: Steven F. Sterling  
Its: Managing Director

SCHEDULE I  
TO  
SECOND LIEN PATENT SECURITY AGREEMENT

Patent Registrations and Applications

Title	Jurisdiction	App. No.	App. Date	Patent/Publication No.	Issue/Publication Date
Apparatus and Method for Folding Film Edges	US	12/470238	5/21/2009	8221298	7/17/2012
Apparatus and Method for Winding Film on a Film Roll	US	12/470265	5/21/2009	8100356	1/24/2012
Method for Folding Film Edges	US	13/490974	6/7/2012	8475349	7/2/2013
Method for Folding Film Edges	US	13/706088	12/5/2012	8777829	7/15/2014
Apparatus, Methods, and Compositions for Producing Oriented Stretch Film In-Process	US	14/167580	1/29/2014	201401144589	5/29/2014
Apparatus and Method for Folding Film Edges	CA	2669466	6/18/2009	2669466	10/22/2013
Apparatus and Method for Winding Film Onto a Film Roll	CA	2669502	6/18/2009	2669502	10/14/2014
Apparatus and Method for Folding Film Edges	MX	n/a	n/a	311777	7/26/2013
Apparatus and Method for Folding Film Edges	MX	n/a	n/a	324711	10/22/2014
Apparatus and Method for Winding Film Onto a Film Roll	MX	n/a	n/a	311468	7/17/2013
Oriented Film Produced In-Process for Use in the Stretch Film Market	MX	MX/a/2013 /008187	7/12/13	n/a	n/a



<b>Title</b>	<b>Jurisdiction</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Patent/Publication No.</b>	<b>Issue/Publication Date</b>
Cast Power Stretch Films With Improved Load Containment Force	US	12/969738	12/16/2010	20110151216	6/23/2011
Cast Power Stretch Films With Improved Load Containment Force	CA	2725863	12/17/2010	n/a	n/a
Cast Power Stretch Films With Improved Load Containment Force	MX	MX/a/2010 /014269	n/a	n/a	n/a
Methods and Apparatus for Producing Stretch Films with Improved Protection From Tear Propagation	US	14/267228	5/1/2014	20140329655	11/6/2014
Improved Stretch Film Using A Multi-Manifold Die	US	14/267375	5/1/2014	20140327175	11/6/2014
Stretch Films Containing Random Copolymer Polypropylene Resins in Adjacent Layers of a Nanolayer Structure	US	14/267544	5/1/2014	9346247	5/24/2016
Stretch Films Containing Random Copolymer Polypropylene Resins in Adjacent Layers of a Nanolayer Structure	US	15/133349	4/20/2016	20160229163	8/11/2016
High Performance Cast Power Stretch Films With Enhanced Application and End-Use Properties	US	14/551673	11/24/2014	20150148492	5/28/2015
High Performance Cast Power Stretch Films With Enhanced Application and End-Use Properties	CA	2931401	6/6/2016	n/a	n/a

Title	Jurisdiction	App. No.	App. Date	Patent/Publication No.	Issue/Publication Date
High Performance Cast Power Stretch Films With Enhanced Application and End-Use Properties	MX	MX/A/2016/006655	5/20/2016	n/a	n/a
High Performance Cast Power Stretch Films With Enhanced Application and End-Use Properties	EP	14 824 961.8 (Pub. No. EP3071635 )	5/31/2016	n/a	n/a
High Performance Cast Power Stretch Films With Enhanced Application and End-Use Properties	Peru	000658-2016/DIN	5/20/2016	n/a	n/a
High Performance Cast Power Stretch Films With Enhanced Application and End-Use Properties	Chile	01230-2016	5/20/2016	n/a	n/a
High Performance Cast Power Stretch Films With Enhanced Application and End-Use Properties	Costa Rica	2016-0280	6/20/2016	n/a	n/a
High Performance Cast Power Stretch Films With Enhanced Application and End-Use Properties	Brazil	BR112016 011433-7	5/19/2016	n/a	n/a
Pure Layered Stretch Film Produced Using Single Pass Extrusion Resins	US	15/224937	8/1/2016	n/a	n/a
Pure Layered Stretch Film Produced Using Single Pass Extrusion Resins	PCT	PCT/US2016/44998	8/1/2016	n/a	n/a
Tool for Predicting Load Containment Force	US	62/355799	6/28/2016	n/a	n/a
Stretch Hooder Combination	US	62/378027	8/22/2016	n/a	n/a
Machine Stretch Film Having Structurally Integral Folded Edges	US	62/383118	9/2/2016	n/a	n/a