

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (FIRST LIEN)
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
AMPAC FLEXIBLES, LLC	11/18/2016
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D468195
Patent Number:	D560122
Patent Number:	6224528
Patent Number:	5971613
Patent Number:	6375037
Patent Number:	6485177
CORRESPONDENCE DATA	
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<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>	
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Correspondent Name:	LATHAM & WATKINS LLP
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ATTORNEY DOCKET NUMBER:	057121-0164
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/atk/
DATE SIGNED:	12/16/2016

Total Attachments: 10

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of November 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of November 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Patent Security 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 Grantors hereby agree 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

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); *provided* that, the Patent Collateral shall not include any Excluded Assets:

- (i) all letters patent of the United States in or to which any Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use and/or sell the inventions or designs disclosed or claimed therein,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Patent Security Agreement shall terminate and the security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Patent Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Patent Security 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 by facsimile or other electronic communication of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement.

[Remainder of page intentionally left blank]

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.

GRANTORS:

AMPAC FLEXIBLES, LLC
AMPAC HOLDINGS, LLC
AMPAC PLASTICS, LLC
COATING EXCELLENCE INTERNATIONAL, LLC
PROLAMINA CORPORATION
PROLAMINA MIDWEST CORPORATION

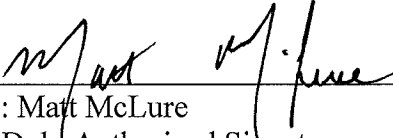
By: _____

Name: Eric Bradford

Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

ANTARES CAPITAL LP,
as the Collateral Agent

By: 
Name: Matt McLure
Title: Duly Authorized Signatory

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

I. Registered Patents

<u>Title</u>	<u>Patent Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Registrant</u>
Static COF differential poly film ream wrap	6,818,346	5-May-2003	16-Nov-2004	Coating Excellence International, LLC
High strength ream wrap	7,297,410	17-Dec-2001	20-Nov-2007	Coating Excellence International, LLC
Sandwich wrappers, fast food wrappers and gum wrappers comprising pla resin	7,348,052	5-May-2003	25-Mar-2008	Coating Excellence International, LLC
Tear tape applicator for ream wrap and other packaging materials	7,849,904	30-Jan-2008	14-Dec-2010	Coating Excellence International, LLC
Tear tape applicator for ream wrap and other packaging materials	8,038,827	29-Oct-2010	18-Oct-2011	Coating Excellence International, LLC
Bag and zipper assembly with secured gussets	8,104,961	24-Mar-2009	31-Jan-2012	Coating Excellence International, LLC
Method of storing and dispensing paper in a ream wrap	8,156,715	10-Sep-2007	17-Apr-2012	Coating Excellence International, LLC
Package having a printed laminate	8,227,062	24-Jan-2008	24-Jul-2012	Coating Excellence International, LLC
Heat activated adhesives for bag closures	8,240,915	12-Jan-2010	14-Aug-2012	Coating Excellence International, LLC
Method and apparatus for bag closure and sealing	8,241,193	4-Aug-2009	14-Aug-2012	Coating Excellence International, LLC
Heat activated adhesives for bag closures	8,297,840	24-Jul-2009	30-Oct-2012	Coating Excellence International, LLC

<u>Title</u>	<u>Patent Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Registrant</u>
Apparatus for bag closure and sealing using heated air	8,443,578	23-Feb-2012	21-May-2013	Coating Excellence International, LLC
Heat activated adhesives for bag closures	8,475,046	1-Mar-2010	2-Jul-2013	Coating Excellence International, LLC
Flat Bottom Bag	8,486,500	19-Jun-2008	16-Jul-2013	Coating Excellence International, LLC
Method and system for making a stepped end	8,535,209	28-Jan-2011	17-Sep-2013	Coating Excellence International, LLC
Method and apparatus for bag closure and sealing	8,850,778	8-Aug-2012	7-Oct-2014	Coating Excellence International, LLC
Heat activated adhesives for bag closures	8,979,368	9-Aug-2012	17-Mar-2015	Coating Excellence International, LLC
Method and System for Making a Stepped End	9,073,281	2-Feb-2012	7-Jul-2015	Coating Excellence International, LLC
Method and apparatus for bag closure and sealing	9,233,502	23-Aug-2012	12-Dec-2016	Coating Excellence International, LLC
Modified manifold system for folding and sealing bags	9,340,328	9-Aug-2012	17-May-2016	Coating Excellence International, LLC
Article with improved tamper evidence	6,264,033	14-Mar-2000	24-Jul-2001	AMPAC HOLDINGS, LLC ¹
Tamper evident bag	6,270,256	29-Dec-1997	07-Aug-2001	AMPAC HOLDINGS, LLC ²
Article with improved tamper evidence	6,471,058	04-May-2001	29-Oct-2002	AMPAC HOLDINGS, LLC ³

¹ Change of name of Ampac Trigon, LLC to AMPAC HOLDINGS, LLC to be recorded.

² Change of name of Ampac Trigon, LLC to AMPAC HOLDINGS, LLC to be recorded.

³ Change of name of Ampac Trigon, LLC to AMPAC HOLDINGS, LLC to be recorded.

<u>Title</u>	<u>Patent Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Registrant</u>
Forsenic evidence container: moisture vapor transmission, tamper evident	6,632,403	28-Jun-2000	14-Oct-2003	AMPAC HOLDINGS, LLC ⁴
Bag Construction with Side Gussets	8,944,684	19-Dec-2007	03-Feb-2015	AMPAC HOLDINGS, LLC
Bag Construction with Flat Bottom Having Removable Layer	8277121	30-Sep-2009	02-Oct-2012	AMPAC HOLDINGS, LLC
Flexible tube with gussets	D664,862	11-Nov-2011	07-Aug-2012	AMPAC HOLDINGS, LLC
Thin Walled Choke Proof Cap	D682,693	21-Nov-2011	21-May-2013	AMPAC HOLDINGS, LLC
Pouch with Rigid Handle and Supports	8,992,084	09-Nov-2012	21-Mar-2015	AMPAC HOLDINGS, LLC
Flexible Tube with Gussets	8,857,664	09-Nov-2012	14-Oct-2014	AMPAC HOLDINGS, LLC
FLIP TOP CAP	D749,950	04-Feb-2014	23-Feb-2016	AMPAC HOLDINGS, LLC
Bag for distribution of particulate materials having handle	D468195	05-Oct-2001	07-Jan-2003	Ampac Flexibles, LLC ⁵
Pouch for liquids	D560122	29-Jul-2005	22-Jan-2008	Ampac Flexibles, LLC ⁶
Bag Constructions having Inwardly Direct Side Seal Portions	6,224,528	12-Oct-1999	01-May-2001	Ampac Flexibles, LLC
Bag Constructions having Inwardly Direct Side Seal Portions	5,971,613	11-Apr-1997	26-Oct-1999	Ampac Flexibles, LLC
Bag Construction for Distributing Material	6,375,037	10-Oct-2000	23-Apr-2002	Ampac Flexibles, LLC

⁴ Change of name of Ampac Trigon, LLC to AMPAC HOLDINGS, LLC to be recorded.

⁵ Change of name of Kapak Company LLC to Ampac Flexibles, LLC to be recorded.

⁶ Change of name of Kapak Company LLC to Ampac Flexibles, LLC to be recorded.

<u>Title</u>	<u>Patent Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Registrant</u>
Flexible Stand-Up Pouch Constructions for Dispensing Liquids	6,485,177	07-Mar-2001	26-Nov-2002	Ampac Flexibles, LLC
Side Seal Tamper Indicating Bag	6,196,716	26-Apr-1999	06-Mar-2001	Ampac Plastics, LLC
High Strength Plastic Bag	6,702,460	22-Mar-2002	09-Mar-2004	Ampac Plastics, LLC
High Strength Plastic Bag	RE40,357	13-Dec-2004	03-Jun-2008	Ampac Plastics, LLC
Multi-Handle High Strength Plastic Bag	7,530,740	14-Mar-2005	12-May-2009	Ampac Plastics, LLC
METHOD FOR EXTRUSION COATING A LIGHTWEIGHT WEB	7,279,198	10/16/2001	10/09/2007	PROLAMINA MIDWEST CORPORATION
METHOD FOR EXTRUSION COATING MULTIPLE WEBS	6,656,401	10/16/2001	12/02/2003	PROLAMINA MIDWEST CORPORATION

II. Patent Applications

<u>Title</u>	<u>Applic. Number</u>	<u>Filing Date</u>	<u>Applicant</u>
Improved structures and method for high barrier packaging	13/800,176	3/13/2013	Coating Excellence International, LLC
Improved structures and method for high barrier packaging	13/800,116	3/13/2013	Coating Excellence International, LLC
Heat Activated Adhesives for Bag Closures	13/653,967	10/17/2012	Coating Excellence International, LLC
Method and Apparatus for Bag Closure and Sealing	14/505,160	10/2/2014	Coating Excellence International, LLC
Bag and a method of manufacturing a bag	14/227,757	3/27/2014	Coating Excellence International, LLC
Method and system for folding and sealing bags	14/099,364	12/6/2013	Coating Excellence International, LLC
Improved structures and method for high barrier packaging	14/051,913	10/11/2013	Coating Excellence International, LLC
Anti-block coating for adhesive in bag manufacture	14/925,833	10/28/2015	Coating Excellence International, LLC

<u>Title</u>	<u>Applic. Number</u>	<u>Filing Date</u>	<u>Applicant</u>
Heat Activated Adhesives for Bag Closures	14/628,867	2/23/2015	Coating Excellence International, LLC
Method and System for Making a Stepped End	14/755,681	6/30/2015	Coating Excellence International, LLC
Improved Structures and Method for High Barrier Packaging	14/886,859	10/19/2015	Coating Excellence International, LLC
Saddle bags	15/007,320	1/27/2016	Coating Excellence International, LLC
Pouch with rigid handle and supports	14/672,537	3/30/2015	AMPAC HOLDINGS LLC
Packaging container with pull tab	13/835,716	3/15/2013	AMPAC HOLDINGS, LLC
Pouch with Breakable Inner Compartment	13/801,205	3/13/2013	AMPAC HOLDINGS, LLC
Flip Top Cap	29/481,300	2/4/2014	AMPAC HOLDINGS, LLC
[Unpublished application]	29/554441	2/11/2016	AMPAC HOLDINGS, LLC
PACKAGING FILM AND METHOD OF MANUFACTURE	13/896,451	05/17/2013	PROLAMINA MIDWEST CORPORATION
PACKAGING AND METHOD OF MAKING PACKAGING	13/521,019	10/30/2012	PROLAMINA MIDWEST CORPORATION
CARBON DIOXIDE GAS PERMEABLE PACKAGING FILM	13/918,148	06/14/2013	PROLAMINA MIDWEST CORPORATION
PACKAGING FILM WITH SUPERIOR SEAL, BARRIER, AND FLEX CRACK RESISTANCE	13/918,310	06/14/2013	PROLAMINA MIDWEST CORPORATION