

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4302061

<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>
EXAL CORPORATION	03/03/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF MONTREAL
<b>Street Address:</b>	129 RUE SAINT-JACQUES
<b>City:</b>	MONTREAL, QUEBEC
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H2Y 1L6
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13554965
Application Number:	29379210
Application Number:	29379214
Application Number:	29379218
Application Number:	29379222
Application Number:	15353425
Application Number:	15366589
Application Number:	62320401
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)715-8100
<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>	
<b>Phone:</b>	2127159100
<b>Email:</b>	klpatent@kramerlevin.com
<b>Correspondent Name:</b>	KRAMER LEVIN NAFTALIS & FRANKEL LLP
<b>Address Line 1:</b>	1177 AVENUE OF THE AMERICAS
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036
<b>ATTORNEY DOCKET NUMBER:</b>	069904-5
<b>NAME OF SUBMITTER:</b>	03/03/2017
<b>SIGNATURE:</b>	/Diane Torniali/

<b>DATE SIGNED:</b>	03/03/2017
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**Total Attachments: 4**

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**Notice and Confirmation of Grant of Security Interest in Patents**

This Notice and Confirmation of Grant of Security Interest in Patents (this "Notice"), dated as of March 3, 2017, is made by EXAL CORPORATION, an Ohio corporation ("Grantor"). Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Grantor is party to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, Holdings, U.S. Holding Company, and Bank of Montreal, a corporation (*corporation*), registered in Ontario under number ON-1222776 ("U.S. Collateral Agent"); and

WHEREAS, in connection with that certain Credit Agreement, dated as of March 31, 2010 by and among Holdings, U.S. Holding Company, Grantor, certain other affiliates of Holdings, the financial institutions parties thereto, and Fifth Third Bank, as administrative agent and U.S. collateral agent (the "Original Credit Agreement"), Holdings, U.S. Holding Company, Grantor and Fifth Third Bank, as U.S. collateral agent, entered into that certain Guarantee and Collateral Agreement, dated as of March 31, 2010, (the "Existing Guarantee and Collateral Agreement") pursuant to which, among other things, Holdings, U.S. Holding Company, and Grantor guaranteed obligations under the Original Credit Agreement and pledged certain assets to the U.S. collateral agent in favor of the secured parties thereunder;

WHEREAS, the Original Credit Agreement was amended and restated by that certain Amended and Restated Credit Agreement, dated as of June 7, 2012, by and among Holdings, U.S. Holding Company, Grantor, certain other affiliates of Holdings, the financial institutions parties thereto, and Fifth Third Bank, as administrative agent, U.S. collateral agent and Brazilian Collateral Agent (the "2012 Credit Agreement");

WHEREAS, the 2012 Credit Agreement was subsequently amended and restated by that certain Second Amended and Restated Credit Agreement, dated as of February 19, 2016, by and among Holdings, U.S. Holding Company, Grantor, certain other affiliates of Holdings, the financial institutions parties thereto, and Fifth Third Bank, as administrative agent, U.S. collateral agent, European Collateral Agent and Brazilian Collateral Agent (the "Existing Credit Agreement");

WHEREAS, in connection with (and immediately prior to the entry into) the Third Amended and Restated Credit Agreement, dated as of the date hereof, by and among Holdings, the U.S. Holding Company, Grantor, Element Netherlands Holding Coöperatief U.A., Exal Holdings International B.V., Exal Argentina S.A., Exal Madryn, S.A., Exal Packaging S.A., Exal Brasil-Fabricação de Embalagens de Alumínio Ltda, the financial institutions parties thereto, and Bank of Montreal as administrative agent (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or any successor agreements, the "Credit Agreement"), Fifth Third Bank assigned its administrative agent and collateral agent roles under the Existing Credit Agreement

and the Existing Guarantee and Collateral Agreement to Bank of Montreal, and Bank of Montreal assumed such roles;

WHEREAS, pursuant to and in accordance with the Security Agreement, Grantor granted to the U.S. Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in and to the Patents set forth on SCHEDULE I hereto (the "Patent Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Confirmation of Grant of Security Interest. Grantor hereby confirms that, subject to existing licenses to use the Patent Collateral granted by Grantor in the ordinary course of business, pursuant to and in accordance with the Security Agreement it granted to the U.S. Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in and to the Patent Collateral.

SECTION 2. Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the U.S. Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern. This Notice is expressly subject to the terms and conditions of the Security Agreement.

SECTION 3. Recordation. This Notice has been executed and delivered by Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Counterparts. This Notice may be executed in counterparts and delivered by facsimile or otherwise electronically, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. This Notice shall be governed by, and construed in accordance with, the laws of the United States, in respect to patent issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

*[Signature Pages follow]*

IN WITNESS WHEREOF, Grantor has caused this Notice to be duly executed as of the date first written above.

EXAL CORPORATION

By: 

Name: Scott Leffler

Title: Chief Financial Officer

{Notice and Confirmation of Grant of Security Interest in Patents}

**PATENT**  
**REEL: 041461 FRAME: 0322**

**SCHEDULE I**

**U.S. Patents and Patent Applications**

<u>Title</u>	<u>Filed</u>	<u>Serial Number</u>	<u>Inventors</u>	<u>Patent Number</u>	<u>Issue Date</u>
MOVABLE NECKING DIE CARRIER	7/20/2012	13/554,965	BRIAN FLICKINGER	9,352,378	5/31/2016
CROWN BOTTLE	11/16/2010	29/379,210	THOMAS CHUPAK	D646,165	10/4/2011
BOTTLE WITH TEN PANEL OVAL SHOULDER	11/16/2010	29/379,214	THOMAS CHUPAK	D653,959	2/14/2012
BOTTLE WITH EIGHT PANEL OVAL SHOULDER	11/16/2010	29/379,218	THOMAS CHUPAK	D653,552	2/7/2012
LONG NECK BOTTLE	11/16/2010	29/379,222	THOMAS CHUPAK	D646,166	10/4/2011
RESEALABLE BEVERAGE CONTAINER	11/16/2016	15/353,425	JOHN MCKENZIE	N/A	N/A
AEROSOL VALVE	12/01/2016	15/366,589	SHAWN DELLINGER, JEFFREY TAGGART, NICHOLAS STANCA	N/A	N/A
METHOD AND APPARATUS FOR PRODUCING A ROLLED CURL ON AN OPEN END OF METAL CONTAINER	4/8/2016	62/320,401	THOMAS CHUPAK	N/A	N/A