

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4352347

<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>
LBP MANUFACTURING LLC	04/04/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ARES CAPITAL CORPORATION, AS AGENT
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR
<b>Internal Address:</b>	C/O ARES MANAGEMENT
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9102440
Patent Number:	9233515
Patent Number:	9580228
Patent Number:	D772054
Application Number:	13624169
Application Number:	13532489
Application Number:	15160035
Application Number:	15055259
Application Number:	14826823
Application Number:	14721181
Application Number:	14796515
Application Number:	14716592
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)577-4565
<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>	3125778265
<b>Email:</b>	kristin.brozovic@kattenlaw.com
<b>Correspondent Name:</b>	KRISTIN BROZOVIC C/O KATTEN
<b>Address Line 1:</b>	525 W MONROE STREET

PATENT

<b>Address Line 4:</b> CHICAGO, ILLINOIS 60661	
<b>ATTORNEY DOCKET NUMBER:</b>	337285-47
<b>NAME OF SUBMITTER:</b>	KRISTIN BROZOVIC
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	04/04/2017
<b>Total Attachments: 5</b> source=ares lbp patent security agreement first amendment final#page1.tif source=ares lbp patent security agreement first amendment final#page2.tif source=ares lbp patent security agreement first amendment final#page3.tif source=ares lbp patent security agreement first amendment final#page4.tif source=ares lbp patent security agreement first amendment final#page5.tif	

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 4, 2017, is made by LBP MANUFACTURING LLC, a Delaware limited liability company (each a "Grantor" and, collectively, the "Grantors"), 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 July 10, 2015 (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, all of the Grantors are 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 Grantors have 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 Grantors. 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: Bill Weimer

Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

ARES CAPITAL CORPORATION,  
as Agent

By:   
Name: \_\_\_\_\_  
Its: Mitchell Goldstein  
Authorized Signator

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<b>Title</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent/Publication Number</b>	<b>Date</b>
Carrier Capable of Hanging From a Back of a Container	12819628	6/21/10	9102440	8/11/15
CLAMSHELL CARTON WITH TEAR STRIP	13892018	5/10/13	9233515	1/12/16
DISPOSABLE SINGLE USE BEVERAGE PACKAGE	13624169	9/21/12	20130025466	1/31/13
Insulating Packaging	13532489	6/25/12	20120285972	11/15/12
Thermally activatable insulating packaging	2015739804	6/15/15	9580228	2/28/17
Beverage container	2015522373	3/30/15	D772054	11/22/16
Thermally Activatable Insulating Packaging	2016160035	5/20/16	20160264339	9/15/16
Beverage Container	201655259	2/26/16	20160251109	9/1/16
Waveguide Exposure Chamber for a Microwave Energy Applicator	2015826823	8/14/15	20160050722	2/18/16
ENCLOSED-COMPARTMENT PRODUCT DISPENSING DEVICE	2015721181	5/26/15	20150336723	11/26/15
FEEDER SYSTEM FOR BEVERAGE CONTAINER HOLDER PROCESS	201514796515	7/10/15	20150314974	11/5/15
DISPOSABLE SINGLE USE BEVERAGE FILTER BASKET	2015716592	5/19/15	20150250347	9/10/15

2. PATENT APPLICATIONS

[Include Application Number and Date]