

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4485911

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FIRST QUALITY HYGIENIC, INC.	06/27/2017
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS AGENT
Street Address:	10 SOUTH DEARBORN
Internal Address:	7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15094541
Application Number:	15094523
Application Number:	14683258
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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>	
Phone:	212-906-1216
Email:	angela.amaru@lw.com
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1:	885 THIRD AVENUE
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Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	045494-0187
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	06/30/2017
Total Attachments: 8	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of June 27, 2017 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the benefit of the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Second Amended And Restated Loan Agreement dated as of June 27, 2017 by and among First Quality Products, Inc. ("Products"), First Quality Hygienic, Inc. ("Hygienic"), First Quality Nonwovens, Inc. ("Nonwovens"), First Quality Tissue, LLC ("Tissue"), First Quality International, Inc. ("International"), First Quality Enterprises, Inc. ("Enterprises"), Nutek Disposables, Inc. ("Nutek"), First Quality Baby Products, LLC ("Baby Products"), First Quality Water & Beverage, LLC ("Beverage"), First Quality Consumer Products, LLC ("Consumer Products"), My Friendly Neighbor, LLC ("Friendly Neighbor"), First Quality Retail Services, LLC ("Retail Services"), FQT Holding Company, LLC ("Tissue Holding"), First Quality Tissue SE, LLC ("Tissue SE"), First Quality International (Canada), LLC ("FQ Canada"), First Quality Global, Inc. ("FQG"), FQG Holding, LLC ("FQG Holding"), FQP&P, LLC ("FQP&P"), 80 Cuttermill SN, LLC ("Cuttermill"), FQG Europe, Inc. ("FQG Europe"), First Quality Packaging Solutions, LLC ("Packaging"), First Quality Canada, Inc. ("First Quality Canada, Inc."), Fempro Consumer Products ULC ("Fempro"), 601 Allendale Road, LLC ("Allendale"), 69 Green Mountain Road, LLC ("Green Mountain"), the Additional Borrowers party thereto (together with the aforementioned parties, the "Borrowers"), the Lenders party thereto, the Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantors previously entered into a Security Agreement dated as of June 29, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest.

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):

all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, including, without limitation, those patents listed on Schedule A hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part, thereof, (b) all income, royalties, damages and payments now and thereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present, or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement

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

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

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.

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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.

FIRST QUALITY TISSUE, LLC,
as Grantor

By: 

Name: Moshe Oppenheim
Title: Secretary

FIRST QUALITY BABY PRODUCTS, LLC,
as Grantor

By: 

Name: Moshe Oppenheim
Title: Secretary

FIRST QUALITY NONWOVENS, INC.,
as Grantor

By: 

Name: Moshe Oppenheim
Title: Assistant Secretary

FIRST QUALITY PACKAGING SOLUTIONS, LLC,
as Grantor

By: 

Name: Moshe Oppenheim
Title: Secretary

FIRST QUALITY HYGIENIC, INC.,
as Grantor

By: 

Name: Moshe Oppenheim
Title: Assistant Secretary

[Signature page to Patent Security Agreement]

FIRST QUALITY RETAIL SERVICES, LLC,
as Grantor

By: 
Name: Moshe Oppenheim
Title: Secretary

FEMPRO CONSUMER PRODUCTS ULC,
as Grantor

By: 
Name: Moshe Oppenheim
Title: Secretary

NUTEK DISPOSABLES, INC.,
as Grantor

By: 
Name: Moshe Oppenheim
Title: Assistant Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: **Alicia T. Schreibstein**
Title: **Executive Director**

[Signature Page to Patent Security Agreement]

PATENT
REEL: 042871 FRAME: 0221

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

	Patent Title	Application Number Application Date	Patent Number Grant Date	Status	Owner
1.	SOFT THROUGH AIR DRIED TISSUE	13837685 3/15/2013	8968517 3/3/2015	Issued	First Quality Tissue, LLC
2.	DISPOSABLE TOWEL PRODUCED WITH LARGE VOLUME SURFACE DEPRESSIONS	15292991 10/13/2016	---	Pending	First Quality Tissue, LLC
3.	SOFT THROUGH AIR DRIED TISSUE	15182391 6/14/2016	---	Pending	First Quality Tissue, LLC
4.	SOFT THROUGH AIR DRIED TISSUE	15148851 5/6/2016	---	Pending	First Quality Tissue, LLC
5.	SOFT THROUGH AIR DRIED TISSUE	15170746 6/1/2016	9580872 2/28/2017	Issued	First Quality Tissue, LLC
6.	SOFT THROUGH AIR DRIED TISSUE	15170760 6/1/2016	9506203 11/29/2016	Issued	First Quality Tissue, LLC
7.	TOWEL WITH QUALITY WET SCRUBBING PROPERTIES AT RELATIVELY LOW BASIS WEIGHT AND AN APPARATUS AND METHOD FOR PRODUCING SAME	14561802 12/5/2014	---	Issued	First Quality Tissue, LLC
8.	SOFT TISSUE PRODUCED USING A STRUCTURED FABRIC AND ENERGY EFFICIENT PRESSING	14951121 11/24/2015	---	Pending	First Quality Tissue, LLC
9.	CANNABIS FIBER, ABSORBENT CELLULOSIC STRUCTURES CONTAINING CANNABIS FIBER AND METHODS OF MAKING THE SAME	14939675 11/12/2015	---	Pending	First Quality Tissue, LLC
10.	FLUSHABLE WIPE AND METHOD OF FORMING THE SAME	14715350 5/18/2015	---	Pending	First Quality Tissue, LLC

	Patent Title	Application Number Application Date	Patent Number Grant Date	Status	Owner
11.	SOFT THROUGH AIR DRIED TISSUE	14534631 11/6/2014	9382666 7/5/2016	Issued	First Quality Tissue, LLC
12.	REFASTENABLE TRAINING PANT WITH OFFSET AND THIN SEAM	13412470 3/5/2012	9039670 5/26/2015	Issued	First Quality Baby Products, LLC
13.	ANTI-SKID MATERIAL FOR EARS OR FASTENING TABS OF ABSORBENT ARTICLE	15191872 6/24/2016	---	Pending	First Quality Baby Products, LLC
14.	MANUFACTURING PROCESS FOR ELASTOMERIC LAMINATE	15135313 4/21/2016	---	Pending	First Quality Baby Products, LLC
15.	HYDROENGORGED SPUNMELT NONWOVENS	13323385 12/12/2011	8410007 4/2/2013	Issued	First Quality Nonwovens, Inc.
16.	HYDROENGORGED SPUNMELT NONWOVENS	13323434 12/12/2011	8510922 8/20/2013	Issued	First Quality Nonwovens, Inc.
17.	NONWOVEN HAVING IMPROVED SOFTNESS SIGNALS, AND METHODS FOR MANUFACTURING	15251888 8/30/2016	---	Pending	First Quality Nonwovens, Inc.
18.	PATTERNED NONWOVEN AND METHOD OF MAKING THE SAME USING A THROUGH-AIR DRYING PROCESS	14711393 5/13/2015	---	Pending	First Quality Nonwovens, Inc.
19.	COTENDERED NONWOVEN/PULP FABRIC AND METHOD FOR MAKING THE SAME	14714923 5/18/2015	---	Pending	First Quality Nonwovens, Inc.
20.	3D EMBOSsing TECHNOLOGY FOR NONWOVENS	15096000 4/11/2016	---	Pending	First Quality Nonwovens, Inc.
21.	CONTAINER AND METHOD OF FORMING THE SAME	15235966 8/12/2016	---	Pending	First Quality Packaging Solutions, LLC
22.	CONTAINER CLOSURE	15061751 3/4/2016	---	Pending	First Quality Packaging Solutions, LLC
23.	TAMPONS AND METHODS OF FORMING THE SAME	15094541 4/8/2016	---	Pending	First Quality Hygienic, Inc.
24.	TAMPON APPLICATOR	15094523 4/8/2016	---	Pending	First Quality Hygienic, Inc.
25.	TAMPON APPLICATOR INCLUDING BEVELED PORTION	14683258 4/10/2015	---	Pending	First Quality Hygienic, Inc.

	Patent Title	Application Number Application Date	Patent Number Grant Date	Status	Owner
26.	FLEXIBLE ABSORBENT PAD	15150150 5/9/2016	---	Pending	First Quality Retail Services, LLC
27.	WRAPPER FOR AN ABSORBENT ARTICLE	14825950 8/13/2015	---	Pending	First Quality Retail Services, LLC
28.	SANITARY NAPKIN	29472520 11/13/2013	D745667 12/15/2015	Issued	Fempro Consumer Products ULC
29.	SANITARY NAPKIN	29472517 11/13/2013	D745666 12/15/2015	Issued	Fempro Consumer Products ULC
30.	DISPENSER LID AND CONTAINER INCLUDING THE SAME	13548988 7/13/2012	8893911 11/25/2014	Issued	Nutek Disposables, Inc.
31.	DISPENSER LID AND CONTAINER INCLUDING THE SAME	13548920 7/13/2012	8973242 2/10/2015	Issued	Nutek Disposables, Inc.