#### 06/30/2017 504440144

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4486845

| SUBMISSION TYPE:                       |   | NEW ASSIGNMENT                       | NEW ASSIGNMENT        |                   |  |  |  |
|--|---|--------------------------------------|-----------------------|-------------------|--|--|--|
| NATURE OF CONVEYANCE:                  |   | RELEASE OF SECURITY INTEREST         |                       |                   |  |  |  |
| CONVEYING PARTY D                      | ΑΤΑ   | - <b>·</b>                           |                       |                   |  |  |  |
|  |   | Name                                 |                       | Execution Date    |  |  |  |
| CREDIT SUISSE AG, AS                   | S AGENT   |                                      |                       |                   |  |  |  |
|  |   |                                      |                       | ·                 |  |  |  |
| RECEIVING PARTY DA                     | TA  |                                      |                       |                   |  |  |  |
| Name:                                  | KLOCKNE   | KLOCKNER PENTAPLAST OF AMERICA, INC. |                       |                   |  |  |  |
| Street Address:                        | P.O. BOX 500  |                                      |                       |                   |  |  |  |
| City:                                  | GORDON  | GORDONSVILLE                         |                       |                   |  |  |  |
| State/Country:                         | VIRGINIA  |                                      |                       |                   |  |  |  |
| Postal Code:                           | 22942   |                                      |                       |                   |  |  |  |
|  | 1   |                                      |                       |                   |  |  |  |
| PROPERTY NUMBERS                       | Total: 10   |                                      |                       |                   |  |  |  |
| Property Type                          |   | Number                               |                       |                   |  |  |  |
|  |   | 300626                               |                       |                   |  |  |  |
| Patent Number:                         |   | 3524358                              |                       |                   |  |  |  |
| Patent Number:                         |   | 92978                                |                       |                   |  |  |  |
| Patent Number:                         |   | 89642                                |                       |                   |  |  |  |
| Patent Number:                         |   | 086988                               |                       |                   |  |  |  |
| Patent Number:                         |   | 902645                               |                       |                   |  |  |  |
| Application Number:                    |   | 4218304                              |                       |                   |  |  |  |
| Application Number:                    |   | 4301435                              |                       |                   |  |  |  |
| Application Number:                    |   | 3968564                              |                       |                   |  |  |  |
| Application Number:                    |   | 2566118                              |                       |                   |  |  |  |
|  | I 2.  |                                      |                       |                   |  |  |  |
| CORRESPONDENCE D                       |   |                                      |                       |                   |  |  |  |
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| •                                      | -   | that is unsuccessful, it w           | vill be sent via US M | lail.             |  |  |  |
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| Email:<br>Correspondent Name:          | angela.amaru@lw.com<br>LATHAM & WATKINS LLP C/O ANGELA M. AMARU |                                      |                       |                   |  |  |  |
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|  |   | -                                    |                       |                   |  |  |  |
| TTORNEY DOCKET NU                      | JMBER:  | 038263-0347                          |                       | PATENI            |  |  |  |

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PATENT **REEL: 042875 FRAME: 0686** 

| NAME OF SUBMITTER:   | ANGELA M. AMARU     |  |  |  |  |
|--|---------------------|--|--|--|--|
| SIGNATURE:   | /S/ Angela M. Amaru |  |  |  |  |
| DATE SIGNED:   | 06/30/2017          |  |  |  |  |
| Total Attachments: 3<br>source=Klockner - Release of Security Interest in Patent Collateral Executed#page1.tif<br>source=Klockner - Release of Security Interest in Patent Collateral Executed#page2.tif<br>source=Klockner - Release of Security Interest in Patent Collateral Executed#page3.tif |                     |  |  |  |  |

#### **RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL**

This RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL (this "<u>Release</u>") is made as of June 30, 2017, by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as collateral trustee for the Secured Parties, (in such capacity, the "<u>Collateral Trustee</u>"), in favor of **KLÖCKNER PENTAPLAST OF AMERICA, INC**., a Delaware Corporation (the "<u>Grantor</u>"). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, the Grantor is a party to that certain Security Agreement, dated as of April 28, 2015, by and among the Grantor, the Collateral Trustee, and other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"), pursuant to which the Grantor executed and delivered that certain Patent Security Agreement, dated as of April 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Patent Security Agreement</u>") in favor of the Collateral Trustee;

WHEREAS, pursuant to the Security Agreement and the Patent Security Agreement, the Grantor, as collateral security for the payment and performance in full of the Secured Obligations, pledged, assigned, transferred and granted to the Collateral Trustee for the ratable benefit of the Secured Parties a security interest in and Security on all of its right, title and interest in, to and under all of the following, whether then owned or existing or thereafter acquired or arising: all letters Patent of the United States, including those listed on <u>Schedule I hereto</u>, all reissues and extensions thereof, and all applications for letters Patent of the United States, including those listed or claimed therein; all claims for, and right to sue for, past, present or future infringements or other violations of any of the foregoing; all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past, present or future infringement or other violation thereof; and all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "<u>Patent Collateral</u>");

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on April 28, 2015 at Reel 035517, Frame 0037; and

WHEREAS, the Collateral Trustee acknowledges full performance of the Secured Obligations and has agreed to release the entirety of its security interest in the Patent Collateral, in each case, granted pursuant to the Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustee, on behalf of itself and the Secured Parties, hereby (i) terminates the Patent Security Agreement, (ii) terminates, releases and discharges the Collateral Trustee's and the Secured Parties' security interest in and Security on the Patent Collateral, including, without limitation, the Patents referred to on <u>Schedule I</u> hereto, and re-assigns to the Grantor any right, title or interest that the Collateral Trustee or any Secured Party may have in or to such Patent Collateral, in each case, granted pursuant to the Patent Security Agreement, all without warranty, representation or recourse of any kind.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officers as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Trustee

John Torouto By: Name: Title: Authorized Signatory

By: Name: Nicholas Goss

Title: Authorized Signatory

[Signature Page to Release of Security Interest in Patent Collateral]

PATENT REEL: 042875 FRAME: 0689

### SCHEDULE I TO RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL

## **UNITED STATES PATENT APPLICATIONS AND REGISTRATIONS**

| Grantor                                    | Title   | Filing<br>Date/Issued<br>Date              | Status  | Application/<br>Registration<br>No. | Jurisdiction  |
|--|---|--|---------|-------------------------------------|---------------|
| Klockner<br>Pentaplast of<br>America, Inc. | Liquid Coating, Coated<br>Film and Process for<br>Coating Film  | March 18,<br>2014                          | Pending | 14/218,304                          | United States |
| Klockner<br>Pentaplast of<br>America, Inc. | System and Method for<br>Making Laminated Sheets  | June 11,<br>2014                           | Pending | 14/301,435                          | United States |
| Klockner<br>Pentaplast of<br>America, Inc. | System and Method for<br>Making Laminated Sheets  | August 12,<br>2014                         | Granted | 8,800,626                           | United States |
| Klockner<br>Pentaplast of<br>America, Inc. | Configuration of Multiple<br>Thermoformable Film<br>Layers for Rigid Packaging<br>Requiring Moisture and<br>Oxygen Protection | September 3, 2013                          | Granted | 8,524,358                           | United States |
| Klockner<br>Pentaplast of<br>America, Inc. | Three Part High Moisture<br>Barrier for Packages  | July 15,<br>2003                           | Granted | 6,592,978                           | United States |
| Klockner<br>Pentaplast of<br>America, Inc. | Three Part High Moisture<br>Barrier for Packages  | July 8, 2003                               | Granted | 6,589,642                           | United States |
| Klockner<br>Pentaplast of<br>America, Inc. | Recyclable Lidding<br>Material for Push-Through<br>Packaging  | July 11,<br>2000                           | Granted | 6,086,988                           | United States |
| Klockner<br>Pentaplast of<br>America, Inc. | Configuration of Multiple<br>Thermoformable Film<br>Layers for Rigid Packaging<br>Requiring Moisture and<br>Oxygen Protection | August 16,<br>2013                         | Pending | 13/968,564                          | United States |
| Klockner<br>Pentaplast of<br>America, Inc. | Three Part High Moisture<br>Barrier for Packages  | June 7, 2005                               | Granted | 6,902,645                           | United States |
| Klockner<br>Pentaplast of<br>America, Inc. | Surface Covering with<br>Wear Layer Having<br>Dispersed Wear Resistant<br>Particles and Method of<br>Making the Same          | September<br>24, 2009<br>March 24,<br>2011 |         | 12566118<br>2011-0070413            | United States |

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RECORDED: 06/30/2017