504687968 12/14/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4734690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CTI INDUSTRIES CORPORATION	12/14/2017

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	500 FIRST AVENUE, 4TH FLOOR		
Internal Address:	(P7-PFSC-04-L)		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	14284235
Patent Number:	6033113
Patent Number:	6729473
Patent Number:	6984278
Patent Number:	7305742
Patent Number:	7398953
Patent Number:	7611283
Patent Number:	7972064
Patent Number:	7552907
Patent Number:	8469591

CORRESPONDENCE DATA

Fax Number: (312)863-7865

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.

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com
Correspondent Name: SHARON PATTERSON, PARALEGAL

Address Line 1: GOLDBERG KOHN LTD., 55 E. MONROE ST.

Address Line 2: STE. 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4033.149	
NAME OF SUBMITTER:	SHARON PATTERSON	
SIGNATURE:	/sharon patterson/	
DATE SIGNED:	12/14/2017	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made as of December 14, 2017, by CTI INDUSTRIES CORPORATION, an Illinois corporation (the "Grantor"), with its mailing address of 22160 N. Pepper Road, Barrington, IL 60010, in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below), with its mailing address of One North Franklin Street, Chicago, Illinois 60606.

WITNESSETH

WHEREAS, the Grantor, certain affiliates of the Grantor from time to time party thereto, Agent and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of the Grantor.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- <u>Defined Terms</u>. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
- Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, the Grantor hereby grants to Agent, for itself and the ratable benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in the Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Patent Collateral"):
- each patent and application for patent listed on Schedule 1 annexed hereto, together with any reissues, continuations, or extensions thereof; and
- **b**) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent.
- <u>Credit Agreement</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Secured Parties, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit

9250313v3 12/12/2017 2:38 PM **PATENT REEL: 044397 FRAME: 0763** Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- 4. <u>Termination</u>. Upon the payment and satisfaction in full of all Obligations in accordance with Section 1.4 of the Credit Agreement, the security interests created in such Patent Collateral under this Agreement shall terminate and the Agent shall execute and deliver such documents and instruments reasonably requested by the Grantor to evidence termination of such security interests including, without limitation, the execution of all termination statements and other instruments necessary or advisable to terminate and cancel such security interests in the United States Patent and Trademark Office or any recording offices of any applicable jurisdiction of any of the Patent Collateral.
- 5. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each party to this Agreement.
- 6. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

CTI INDUSTRIES CORPORATION, an Illinois corporation, as Grantor

Name:

itle: CEC

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION, as Agent

Name:

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Its: Soviar Vice Prosidon

SCHEDULE 1

PATENTS

PATENT	PATENT OR APPLICATION NUMBER	REGISTRATION DATE
Duel heat strip and removable tray for a vacuum sealing machine	14284235 (Application No.)	5/21/14
Seal for zipper-type plastic bags and the like	6033113	3/7/00
Air-evacuable bag with double-layered valve film and method for manufacturing same	6729473	5/4/04
Method for texturing a film	6984278	1/10/06
Seal for zippered bag	7305742	12/11/07
One way valve for fluid evacuation from a container	7398953	7/15/08
Airtight zipper	7611283	11/3/09
One way valve and container	7972064	7/5/11
One way valve for fluid evacuation from a container	7552907	6/30/09
Seal for zippered bag	8469591	6/25/13

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RECORDED: 12/14/2017