

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4749141

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	AMERICAN TEX-CHEM CORPORATION	12/22/2017
RECEIVING PARTY DATA		
Name:	GRAYCLIFF MEZZANINE II LP	
Street Address:	500 FIFTH AVENUE, 47TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10110	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D562075
CORRESPONDENCE DATA		
Fax Number:	(612)340-8827	
<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:	612-340-2600	
Email:	hutton.emma@dorsey.com	
Correspondent Name:	DORSEY & WHITNEY LLP	
Address Line 1:	50 SOUTH SIXTH STREET, SUITE 1500	
Address Line 2:	INTELLECTUAL PROPERTY PRACTICE GROUP	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-1498	
ATTORNEY DOCKET NUMBER:	492426-22	
NAME OF SUBMITTER:	EMMA L. HUTTON	
SIGNATURE:	/Emma L. Hutton/	
DATE SIGNED:	12/22/2017	
Total Attachments: 6		
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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 22, 2017 (AS THE SAME MAY BE AMENDED, RESTATED OR SUPPLEMENTED FROM TIME TO TIME), IN FAVOR OF CIBC BANK USA, AS SENIOR AGENT (AS DEFINED THEREIN) AND THE SENIOR CREDITORS (AS DEFINED THEREIN), AND EACH HOLDER OF THIS INSTRUMENT BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF SUCH SUBORDINATION AND INTERCREDITOR AGREEMENT.

AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this “Agreement”), dated as of December 22, 2017, between the undersigned (the “Grantor”) and Graycliff Mezzanine II LP, a Delaware limited partnership, as administrative agent and collateral agent for the Lenders (as defined below) (the “Secured Party”).

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of December 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among AMTEX Supply Holdings, Inc., American Tex-Chem Corporation, Axis Global Solutions, Inc. and Infiniti Brands, Inc. (collectively, “Borrowers”), the lenders from time to time signatory thereto (each individually, a “Lender” and collectively, the “Lenders”) and the Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make loans to the Borrowers as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Guaranty and Collateral Agreement, dated as of December 22, 2017, to the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”); and

C. WHEREAS, as a condition precedent to the making of the loans under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans (including the initial loan) to the Borrowers pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guaranty and Collateral Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Grantor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person (as defined in the Credit Agreement) in connection with any of the Patents or such other Person's patents, whether Grantor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on ***Schedule 1.1*** attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto.

(c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Grantor against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent License including any Patent License referred to in Schedule 1.1 and all rights corresponding thereto throughout the world referred to in Schedule 1.1 attached hereto, or for breach or enforcement of any Patent License.

SECTION 3. Guaranty and Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Guaranty and Collateral Agreement as security for the discharge and performance of the Obligations. The Guaranty and Collateral Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Grantor, execute and deliver to the Grantor a proper instrument or instruments

acknowledging the release of the security interest and Liens (as defined in the Credit Agreement) established hereby on any Patent Collateral: (a) if the sale or other disposition of such Patent Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Patent Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under the Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 14.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

AMERICAN TEX-CHEM CORPORATION

By: 

Name: Brendon Biddle

Its: Vice President, Secretary, and Treasurer

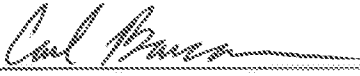
[Signature page to Agreement (Patent) (American Tex-Chem Corporation)]

PATENT

REEL: 044472 FRAME: 0857

SECURED PARTY:

GRAYCLIFF MEZZANINE II LP

By: 

Name: Carl Barcoma

Its: Principal

[Signature page to Agreement (Patent) (American Tex-Chem Corporation)]

PATENT
REEL: 044472 FRAME: 0858

SCHEDULE 1.1

PATENT COLLATERAL

Patents:

Patent	Registered Owner	Application #	Application Date	Patent #	Date of Patent
Insulated Double Paper Cup	American Tex- Chem Corporation (Assigned from Sujay Wadher)	29/271,553	January 20, 2007	US D562,075 S	February 19, 2008

Patent Licenses:

None.

PATENT

REEL: 044472 FRAME: 0859

RECORDED: 12/22/2017