

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4668378

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RING CONTAINER TECHNOLOGIES, LLC	10/31/2017
RAPAC, L.P.	10/31/2017
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	135 S. LASALLE STREET
Internal Address:	MAIL CODE: IL4-135-09-61
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 38	
Property Type	Number
Patent Number:	D792781
Patent Number:	D788592
Patent Number:	9567128
Patent Number:	9637302
Patent Number:	6994233
Patent Number:	7531125
Patent Number:	7726503
Patent Number:	7364045
Patent Number:	8365939
Patent Number:	9248932
Patent Number:	D779956
Patent Number:	D780587
Patent Number:	D779952
Patent Number:	D779953
Patent Number:	D779954
Patent Number:	6045036
Patent Number:	D751916
Patent Number:	8672584

PATENT

Property Type	Number
Patent Number:	6467996
Application Number:	14673120
Application Number:	15455503
Application Number:	15402800
Application Number:	15211308
Application Number:	15371979
Application Number:	15422115
Application Number:	14438964
Application Number:	15210947
Application Number:	29565398
Application Number:	12816906
Application Number:	13628641
Application Number:	14006232
Application Number:	15016410
Application Number:	29598988
Application Number:	29595272
Application Number:	29595275
Application Number:	15630180
Application Number:	29608530
Application Number:	15016463

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@coagencyglobal.com

Correspondent Name: DARLENA BARI STARK

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173582
NAME OF SUBMITTER:	SONYA JACKMAN
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	11/01/2017

Total Attachments: 11

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FIRST LIEN PATENT SECURITY AGREEMENT

FIRST LIEN PATENT SECURITY AGREEMENT dated as of October 31, 2017 (this “Patent Security Agreement”), by and among RING CONTAINER TECHNOLOGIES, LLC, a Tennessee limited liability company, RAPAC, L.P., a Tennessee limited partnership (each, a “Grantor”) and Bank of America, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of October 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among RING CONTAINER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company (the “Borrower”), RING CONTAINER TECHNOLOGIES INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto and Bank of America, N.A., in its capacities as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “Administrative Agent”).

Reference is also made to that certain First Lien Pledge and Security Agreement dated as of October 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the other Grantors (as defined therein) from time to time party thereto and the Administrative Agent for the Secured Parties under and as defined in the First Lien Credit Agreement.

The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “Patent Collateral”):

(a) any and all patents and patent applications (including but not limited to the patents and patent applications listed on Schedule I hereto); (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing, in each case, excluding any Excluded Assets.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated

herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

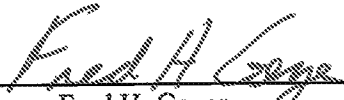
SECTION 4. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Patent Security 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.

[Signature Pages Follow]

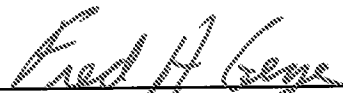
IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement as of the day and year first above written.

RING CONTAINER TECHNOLOGIES, LLC

By: 
Name: Fred H. Geyer
Title: Executive Vice President, Chief Financial Officer, Secretary and Treasurer

RAPAC, L.P.

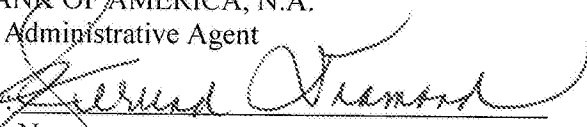
By: RAPAC GP, LLC, its General Partner

By: 
Name: Fred H. Geyer
Title: Executive Vice President, Chief Financial Officer, Secretary and Treasurer

BANK OF AMERICA, N.A.
as Administrative Agent

By

Name:
Title:


Gerund Diamond
Assistant Vice President

SCHEDULE I**PATENTS**

REGISTERED OWNER	PATENT NO.	ISSUE DATE	TITLE
Ring Container Technologies	D792,781	7/25/2017	Container
Ring Container Technologies	D788,592	6/6/2017	Plastic Container
Ring Container Technologies	9,567,128	2/14/2017	Wide Mouth Container and Method of Making the Same
Ring Container Technologies, LLC	9,637,302	5/2/2017	Economically Improved Plastic Bottle and Packaging System
Ring Container Technologies, LLC	6,994,233	2/7/2006	Vented Plastic Bottle
Ring Container Technologies, LLC	7,531,125	5/12/2009	Blow Molded Wide Mouth PET Container and Method of Manufacture
Ring Container Technologies, LLC	7,726,503	6/1/2010	Ergonomic Plastic Container and Package System
Ring Container Technologies, LLC	7,364,045	4/29/2008	Blow Molded Wide Mouth Pet Container and Method of Manufacture
Ring Container Technologies, LLC	8,365,939	2/5/2013	Ergonomic Plastic Container and Package System
Ring Container Technologies, LLC	9,248,932	2/2/2016	Product Evacuation Rib
Ring Container Technologies, LLC	D779,956	2/28/2017	Large Format Container
Ring Container Technologies, LLC	D780,587	3/7/2017	Large Format Container
Ring Container Technologies, LLC	D779,952	2/28/2017	Large Format Container
Ring Container Technologies, LLC	D779,953	2/28/2017	Large Format Container
Ring Container Technologies, LLC	D779,954	2/28/2017	Large Format Container
Ring Container Technologies, LLC	6,045,036	4/4/2000	Composite Container
Ring Container Technologies, LLC	D751,916	3/22/2016	Bottle with Structural Columns
Rapac	8,672,584	3/18/2014	Drainage Beads
Rapac, LP	6,467,996	10/22/2002	Polystyrene Beads for Drainage Fields

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TITLE
Ring Container Technologies	14/673,120	3/30/2015	Container and Method of Manufacture
Ring Container Technologies, LLC	15/455,503	3/10/2017	Container and Method of Manufacture
Ring Container Technologies	15/402,800	1/10/2017	Wide Mouth Container and Method for Making Same
Ring Container Technologies, LLC	15/211,308	7/15/2016	Container and Method of Manufacture
Ring Container Technologies, LLC	15/371,979	12/7/2016	Container and Method of Manufacture
Ring Container Technologies	15/422,115	2/17/17	
Ring Container Technologies, LLC	14/438,964	4/28/15	Apparatus for Applying a Handle to a Container and Method Thereof
Ring Container Technologies	15/210,947	7/15/16	
Ring Container Technologies	29/565,398	5/20/16	
Ring Container Technologies, LLC	12/816,906	6/16/2010	Tamper Evident Closure for Container
Jeff Childress and Ring Container Technologies, LLC	13/628,641	9/27/2012	Vision System
Dan Gamber and Ring Container Technologies, LLC	14/006,232	1/16/2014	Flexible Panel to Offset Pressure Differential
Ring Container Technologies, LLC	15/016,410	2/5/2016	Large Format Container
Ring Container Technologies, LLC	29/598,988	3/30/17	
Ring Container Technologies, LLC	29/595,272	2/27/17	
Ring Container Technologies, LLC	29/595,275	2/27/17	
Ring Container Technologies, LLC	15/630,180	6/22/17	
Ring Container Technologies, LLC	29/608,530	6/22/17	
Ring Container Technologies, LLC	15/016,463	2/5/2016	Bail Handle Applicator

ANNEX A TO FIRST LIEN PATENT SECURITY AGREEMENT

FORM OF FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT dated as of [●], 20[●] (this “Patent Security Agreement Supplement”), by and [between][among] [●], a [●] ([each, a][the] “Grantor”) and Bank of America, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of [●], 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among RING CONTAINER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company (the “Borrower”), RING CONTAINER TECHNOLOGIES INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain First Lien Pledge and Security Agreement dated as of [●], 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain First Lien Patent Security Agreement, dated as of [●], 20[●] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Patent Security Agreement”) by and [between][among] the Grantor[s] party thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Under the terms of the Security Agreement, [each][the] Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Patent Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Patent Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of [such][the] Grantor, and regardless of where located (collectively, the “Additional Patent Collateral”):

- (a) any and all patents and patent applications (including but not limited to the patents and patent applications listed on Schedule I hereto); (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof; (e) all rights to sue for past, present, and future

infringements thereof; and (f) all rights corresponding to any of the foregoing, in each case, excluding any Excluded Assets.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Patent Security Agreement Supplement 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement Supplement as of the day and year first above written.

[•]

By: _____

Name: [•]

Title: [•]

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____

Name:

Title:

SCHEDULE I

PATENTS

REGISTERED OWNER	PATENT NO.	ISSUE DATE	TITLE

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TITLE