

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4757636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
HCT ASIA LIMITED	12/29/2017

RECEIVING PARTY DATA

Name:	CIT BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	2450 BROADWAY AVE., SUITE 400
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404

PROPERTY NUMBERS Total: 50

Property Type	Number
Patent Number:	7955014
Patent Number:	9039314
Patent Number:	8678222
Patent Number:	9345306
Patent Number:	9215919
Patent Number:	9725828
Patent Number:	D803575
Patent Number:	8671499
Patent Number:	9138044
Patent Number:	8464731
Patent Number:	D685527
Patent Number:	8408218
Patent Number:	8025067
Patent Number:	8047214
Patent Number:	8006707
Patent Number:	8550738
Patent Number:	D585602
Patent Number:	8534948
Patent Number:	8556528
Patent Number:	D643294

PATENT

Property Type	Number
Patent Number:	8517622
Patent Number:	8360998
Patent Number:	8944712
Patent Number:	8561241
Patent Number:	D631666
Patent Number:	D658385
Patent Number:	8360078
Patent Number:	8726914
Patent Number:	D639664
Patent Number:	D655866
Patent Number:	D655865
Patent Number:	8967897
Patent Number:	D656831
Patent Number:	D697800
Patent Number:	8850652
Patent Number:	9326595
Patent Number:	8721210
Patent Number:	9289048
Patent Number:	9345307
Patent Number:	9642440
Patent Number:	9565920
Patent Number:	7883287
Patent Number:	8292535
Patent Number:	9016968
Patent Number:	9833055
Application Number:	15646957
Application Number:	15054236
Application Number:	15589571
Application Number:	15394075
Application Number:	15830905

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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.

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Correspondent Name: DUSAN CLARK, ESQ.

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Address Line 2: 2021 MCKINNEY AVE., SUITE 2000

PATENT

REEL: 044985 FRAME: 0753

Address Line 4: DALLAS, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	18965-30720
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	01/02/2018
Total Attachments: 8 source=CIT_HCT_ Notice of Grant of Security Interst in Patents (HCT Asia LTD) (Executed) 227454167_1 (6)#page1.tif source=CIT_HCT_ Notice of Grant of Security Interst in Patents (HCT Asia LTD) (Executed) 227454167_1 (6)#page2.tif source=CIT_HCT_ Notice of Grant of Security Interst in Patents (HCT Asia LTD) (Executed) 227454167_1 (6)#page3.tif source=CIT_HCT_ Notice of Grant of Security Interst in Patents (HCT Asia LTD) (Executed) 227454167_1 (6)#page4.tif source=CIT_HCT_ Notice of Grant of Security Interst in Patents (HCT Asia LTD) (Executed) 227454167_1 (6)#page5.tif source=CIT_HCT_ Notice of Grant of Security Interst in Patents (HCT Asia LTD) (Executed) 227454167_1 (6)#page6.tif source=CIT_HCT_ Notice of Grant of Security Interst in Patents (HCT Asia LTD) (Executed) 227454167_1 (6)#page7.tif source=CIT_HCT_ Notice of Grant of Security Interst in Patents (HCT Asia LTD) (Executed) 227454167_1 (6)#page8.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

This NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Notice of Grant of Security Interest in Patents*”) dated December 29, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CIT BANK, N.A. (“*CIT*”) as administrative agent (together with its successors in such capacity, the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of December 29, 2017 (as amended, amended and restated, joined, supplemented or otherwise modified, replaced or refinanced from time to time, the “*Credit Agreement*”) by and among HCT Packaging Inc., a New Jersey corporation, HCT Asia Limited, a private limited company incorporated under the laws of Hong Kong, HCT Europe Limited, a private limited company incorporated under the laws of England and Wales, and such other Persons joined thereto as a Borrower thereunder from time to time, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have agreed to make Loans and provide other financial accommodations upon the terms and subject to the conditions set forth therein.

WHEREAS, as a condition precedent to the making of Loans, the issuance of Letters of Credit, and the entry into Secured Hedge Agreements by the Secured Parties under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Security and Pledge Agreement dated December 29, 2017 made by the Grantors in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Notice of Grant of Security Interest in Patents for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the “*Patent Collateral*”):

(i) all of such Grantor's Patents, including those referred to on Schedule A hereto, and all Patent Licenses to which it is a party relating to such Patents;

(ii) all renewals or extensions of the foregoing;

(iii) all Accessions, products and Proceeds of the foregoing; and

(iv) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same.

Notwithstanding anything to the contrary contained herein, the security interests granted hereunder shall not extend to Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Patent Collateral by each Grantor under this Notice of Grant of Security Interest in Patents secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations). Without limiting the generality of the foregoing, this Notice of Grant of Security Interest in Patents secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantors to any Secured Party under the Loan Documents and any Secured Hedge Agreement but for the fact that any such Obligation is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents, or any other applicable government officer, record this Notice of Grant of Security Interest in Patents in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 4. Execution in Counterparts. This Notice of Grant of Security Interest in Patents may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Notice of Grant of Security Interest in Patents has been entered into in conjunction with the Security Agreement and the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral are more fully set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Notice of Grant of Security Interest in Patents are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 6. Governing Law. THIS NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE

OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

SECTION 7. Termination. Upon the occurrence of the Termination Date, this Patent Security Agreement shall automatically terminate, the Patent Collateral shall be released from lien and security interest pledged and granted herein, and the Administrative Agent shall execute all further documents and take all further necessary actions reasonably requested by the Grantors (at the cost and expense of the Grantors) to release such Patent Collateral from the lien and security interest pledged and granted herein, including, without limitation, executing a release of security interest suitable for recordation in the United States Patent and Trademark Office, or other applicable government office or registrar.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in Patents to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HCT ASIA LIMITED

By: 

Name:

Title:

STANLEY CHUNG
DIRECTOR

Address for Notices:

23/F, West
Exchange Tower,
322 Des Voeux Road Central,
Sheung Wan,
Hong Kong

*Signature Page to
Notice of Grant of Security Interest in Patents*

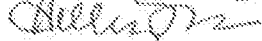
Accepted and Agreed as of this 29th day of December, 2017

CIT BANK, N.A.,
as Administrative Agent

By 

Name: Daniel Rogerson

Title: Managing Director

By 

Name: Hillary Savoie

Title: Managing Director

*Signature Page to
Notice of Grant of Security Interest in Patents*

PATENT
REEL: 044985 FRAME: 0759

**Schedule A to the
Notice of Grant of Security Interest in Patents**

Patents

Status	Title	Owner Name	App Number	File Date	Pat Number
Granted	DISPENSER WITH MOVING ASSEMBLY WITH ENCASED VALVE	HCT Asia LTD	12/270,340	11/13/2008	7,955,014
Granted	DISPENSER WITH REMOVABLE HEAD	HCT Asia LTD	12/263,228	10/31/2008	9,039,314
Granted	AIRTIGHT COMPACT	HCT Asia LTD	12/772,109	04/30/2010	8,678,222
Granted	AIRTIGHT COMPACT	HCT Asia LTD	14/028,975	09/17/2013	9,345,306
Granted	COSMETIC DISPENSER WITH ROLLER APPLICATOR	HCT Asia LTD	12/861,611	08/23/2010	9,215,919
Granted	BRUSH WITH MAGNETIC FILAMENTS	HCT Asia LTD	13/209,187	08/12/2011	9,725,828
Pending	BRUSH WITH MAGNETIC FILAMENTS	HCT Asia LTD	15/646,957	07/11/2017	
Granted	BRUSH WITH SLIDABLE CAP	HCT Asia LTD	29/382,274	12/30/2010	D803575
Granted	COSMETIC BRUSH SYSTEMS WITH COUPLED CAPS	HCT Asia LTD	13/292,654	11/09/2011	8,671,499
Granted	COSMETIC BRUSH SYSTEMS WITH COUPLED CAPS	HCT Asia LTD	14/216,672	03/17/2014	9,138,044
Granted	COSMETIC COMPACT WITH TWISTABLE LID	HCT Asia LTD	13/366,102	02/03/2012	8,464,731
Granted	COSMETIC COMPACT WITH TWISTABLE LID	HCT Asia LTD	29/412,534	02/03/2012	D685,527
Granted	APPLICATOR WITH EXTENDABLE IMPLEMENT	HCT Asia LTD	12/976,772	12/22/2010	8,408,218
Granted	COMPRESSION SIFTERS	HCT Asia LTD	12/022,062	01/29/2008	8025067
Granted	POWDER PUFF DISPENSER WITH FLOW-THROUGH GASKET	HCT Asia LTD	12/172,145	07/11/2008	8047214
Granted	ROTATING DIAL SIFTER	HCT Asia LTD	12/022,070	01/29/2008	8006707
Granted	FLOW-THROUGH DISPENSER WITH HELICAL ACTUATION	HCT Asia LTD	12/200,708	08/28/2008	8550738
Granted	INDIVIDUAL REFILL FOR A CUSTOMIZABLE COMPACT	HCT Asia LTD	29/296,125	10/15/2007	D585602
Granted	DISPENSER WITH A CAM PATH	HCT Asia LTD	12/399,421	03/06/2009	8,534,948
Granted	APPLICATOR SYSTEM WITH ADJUSTABLE IMPLEMENT	HCT Asia LTD	12/689,527	01/19/2010	8556528
Granted	COSMETIC DISPENSER	HCT Asia LTD	29/352,089	12/16/2009	D643294
Granted	CLEAR COSMETIC TIP WITH OPAQUE CORE	HCT Asia LTD	12/698,967	02/02/2010	8517622

Status	Title	Owner Name	App Number	File Date	Pat Number
Granted	APPLICATOR SYSTEM WITH VIBRATING IMPLEMENT	HCT Asia LTD	12/698,875	02/02/2010	8360998
Granted	COSMETIC BOTTLE WITH AUTOMATIC EXTENDING APPLICATOR	HCT Asia LTD	12/723,495	03/12/2010	8,944,712
Granted	MOTORIZED ROTATING AND/OR OSCILLATING APPLICATOR	HCT Asia LTD	12/721,176	03/10/2010	8,561,241
Granted	COSMETIC BRUSH	HCT Asia LTD	29/357,805		D631666
Granted	TWO-IN-ONE COSMETIC BRUSH	HCT Asia LTD	29/358,561	03/29/2010	D658,385
Granted	COMPACT SYSTEM WITH MAGNETIC SLIDE OUT BRUSH	HCT Asia LTD	12/823,748	06/25/2010	8360078
Granted	COMPACT SYSTEM WITH MAGNETIC SLIDE OUT BRUSH	HCT Asia LTD	13/752,170	06/25/2010	8726914
Granted	COSMETIC DISPENSER	HCT Asia LTD	29/366,507	07/26/2010	D639,664
Granted	COSMETIC COMPACT	HCT Asia LTD	29/383,978		D655866
Granted	COSMETIC COMPACT	HCT Asia LTD	29/383,974	01/25/2011	D655865
Granted	COSMETIC DISPENSERS WITH A TRANSLUCENT WALL AND AN OPAQUE HOUSING	HCT Asia LTD	13/048,651	03/15/2011	8,967,897
Granted	COSMETIC DISPENSER	HCT Asia LTD	29/390,722		D656831
Granted	COSMETIC POT	HCT Asia LTD	29/400,634		D697800
Granted	COSMETIC BRUSH HANDLE COVERS	HCT Asia LTD	13/292,682	11/09/2011	8850652
Granted	TWEEZER-APPLICATOR	HCT Asia LTD	13/367,046	02/06/2012	9,326,595
Granted	COSMETIC MULTI-LAYERED WIPER	HCT Asia LTD	12/949,118	11/18/2010	8,721,210
Granted	COSMETIC MULTI-LAYERED WIPER	HCT Asia LTD	14/223,789	11/18/2010	9,289,048
Published	COSMETIC MULTI-LAYERED WIPER	HCT Asia LTD	15/054,236	02/26/2016	
Granted	DISPENSER CLUTCH WITH CAP MECHANISM	HCT Asia LTD	14/247,859	04/08/2014	9,345,307
Granted	APPLICATOR DEVICE OR DISPENSER WITH STONE TIP	HCT Asia LTD	13/840,775	03/15/2013	9642440
Pending	APPLICATOR DEVICE OR DISPENSER WITH STONE TIP	HCT Asia LTD	15/589,571	05/08/2017	
Granted	APPLICATOR DEVICE OR DISPENSER WITH APPLICATOR TIP ASSEMBLY	HCT Asia LTD	13/840,889	03/15/2013	9565920
Published	APPLICATOR DEVICE OR DISPENSER WITH APPLICATOR TIP ASSEMBLY	HCT Asia LTD	15/394,075	12/29/2016	

Status	Title	Owner Name	App Number	File Date	Pat Number
Issued	DISPENSER WITH THERMAL STORAGE TIP	HCT Asia LTD			7883287
Issued	DISPENSER WITH THERMAL STORAGE TIP	HCT Asia LTD			8292535
Issued	DISPENSER WITH THERMAL STORAGE TIP	HCT Asia LTD			9016968
Granted	DISPENSER WITH THERMAL STORAGE TIP	HCT Asia LTD			9,833,055
Pending	DISPENSER WITH THERMAL STORAGE TIP	HCT Asia LTD	15/830,905	12/04/2017	