

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4833624

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ADVANTAGE SALES & MARKETING LLC	02/21/2018
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT	
Street Address:	901 MAIN ST., 14TH FLOOR	
Internal Address:	TX1-492-14-11	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75202	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D758035
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<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:	800-713-0755	
Email:	Michael.Violet@wolterskluwer.com	
Correspondent Name:	CT CORPORATION	
Address Line 1:	4400 EASTON COMMONS WAY	
Address Line 2:	SUITE 125	
Address Line 4:	COLUMBUS, OHIO 43219	
NAME OF SUBMITTER:	ELAINE CARRERA	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	02/21/2018	
Total Attachments: 6		
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Advantage Sales & Marketing LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 21, 2018

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Collateral Agent

Internal Address: _____

Street Address: 901 Main St., 14th Floor, TX1-492-14-11

City: Dallas

State: TX

Country: USA Zip: 75202

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

D758035

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

February 21, 2018
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Patent Security Agreement**”), dated as of February 21, 2018, is made by Advantage Sales & Marketing LLC, a California limited liability company (the “**Grantor**”) in favor of Bank of America, N.A., as the Collateral Agent for the Secured Parties (as defined in the Credit Agreement) (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain First Lien Security Agreement dated as of July 25, 2014, among the Grantor, the other grantors party thereto and the Collateral Agent (as supplemented by that certain First Lien Security Agreement Supplement, dated as of August 22, 2014, by the Borrower in favor of the Collateral Agent (the “**First Security Agreement Supplement**”), as supplemented by that certain First Lien Security Agreement Supplement, dated as of October 12, 2017, by the Borrower in favor of the Collateral Agent (the “**Second Security Agreement Supplement**”), as supplemented by that certain First Lien Security Agreement Supplement, dated as of February 21, 2018, among each Grantor and the other grantors party thereto in favor of the Collateral Agent (the “**Third Security Agreement Supplement**”) and as further amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Patent Security Agreement 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, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Patents, including the patents and patent applications set forth on Schedule A attached hereto (the “**Patent Collateral**”); provided that “Patent Collateral” shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Patent Security Agreement 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. Delivery of an executed signature page to this Patent Security Agreement by facsimile or

electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

SECTION 5. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement
as of the date first above written.

ADVANTAGE SALES & MARKETING LLC

By: 
Name: Robert Murray
Title: Treasurer

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 045402 FRAME: 0779

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name:

Henry Pennell

Title:

Vice President

SCHEDULE A

Patent	Grantor	Patent Number	Issue Date
Ring Mesh Scraper	Advantage Sales & Marketing LLC	D758035	05/31/2016