

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4909998

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MIDWEST CAN COMPANY, LLC	04/11/2018
RECEIVING PARTY DATA		
Name:	CHURCHILL AGENCY SERVICES LLC, AS COLLATERAL AGENT	
Street Address:	430 PARK AVENUE, 14TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8201595
	Patent Number:	6598630
CORRESPONDENCE DATA		
Fax Number:	(919)286-8199	
<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:	9192868000	
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Correspondent Name:	MOORE & VAN ALLEN PLLC	
Address Line 1:	3015 CARRINGTON MILL BLVD., SUITE 400	
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560	
ATTORNEY DOCKET NUMBER:	037632.158	
NAME OF SUBMITTER:	JOHN SLAUGHTER	
SIGNATURE:	/john slaughter/	
DATE SIGNED:	04/11/2018	
Total Attachments: 4		
source=(2018) Patent Security Agreement - Midwest Can to Churchill#page1.tif		
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PATENT SECURITY AGREEMENT, dated as of April 11, 2018 (this "Agreement"), among Midwest Can Company, LLC (the "Grantor") and Churchill Agency Services LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) to the Credit Agreement dated as of April 11, 2018, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Midwest Can Company, LLC, a Delaware limited liability company ("MWC"), Container Specialties, Inc., an Illinois corporation ("CSI" and together with MWC, each a "Borrower" and collectively, the "Borrowers"), GenNx/MWC Holdings LLC, a Delaware limited liability company ("Holdings"); GenNx/MWC Acquisition Inc., a Delaware corporation ("Intermediate Holdings"), the financial institutions from time to time party thereto (each a "Lender" and, collectively, "Lenders"); Churchill Agency Services LLC ("Churchill"), in its capacity as administrative agent and collateral agent for the Lenders and the other Secured Parties (the "Administrative Agent") and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrowers, Holdings, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. 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, and continuing Lien on, all of such Grantor's right, title and interest in, to and under the United States patents and patent applications listed on Schedule I attached hereto (the "Patent Collateral"). This Agreement is not to be construed as an assignment of any patent or patent application.

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

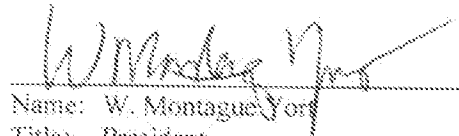
SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

MIDWEST CAN COMPANY, LLC, as Grantor

By: 
Name: W. Montague York
Title: President

CHURCHILL AGENCY SERVICES LLC, as
Collateral Agent

By: Churchill Asset Management LLC, its member

By: _____
Name: Chris Cox
Title: Senior Managing Director

{Signature Page to Patent Security Agreement}

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

MIDWEST CAN COMPANY, LLC, as Grantor

By: _____
Name:
Title:

CHURCHILL AGENCY SERVICES LLC, as
Collateral Agent

By: Churchill Asset Management LLC, its member

By: _____
Name: Chris Cox
Title: Senior Managing Director

[Signature Page to Patent Security Agreement]

PATENT COLLATERAL

Midwest Can Company, LLC
(Delaware Limited Liability Company)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
POUR SPOUT ASSEMBLY WITH WINGED STOP STRUCTURE	8201595	06/19/12
MULTI-FLOW POUR SPOUT	6598630	07/29/03