# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5011855

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Execution Date
COMAR, LLC	06/18/2018
WEST BEND PACKAGING, LLC	06/18/2018
PARADIGM PACKAGING, INC.	06/18/2018

#### **RECEIVING PARTY DATA**

Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, AS COLLATERAL AGENT	
Street Address:	299 PARK AVENUE, 3RD FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10171	

## **PROPERTY NUMBERS Total: 20**

Property Type	Number
Patent Number:	9327877
Patent Number:	6354450
Patent Number:	6832686
Patent Number:	7104417
Patent Number:	7070581
Patent Number:	7438552
Patent Number:	8517997
Patent Number:	8459312
Patent Number:	D586472
Patent Number:	7632244
Patent Number:	8858215
Patent Number:	9382049
Patent Number:	D567388
Patent Number:	D568347
Patent Number:	6706031
Patent Number:	7243797
Patent Number:	6786447
Patent Number:	D577582

PATENT REEL: 046121 FRAME: 0918

504965109

Property Type	Number
Patent Number:	6520370
Patent Number:	6415965

#### **CORRESPONDENCE DATA**

**Fax Number:** (404)572-5135

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:** 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: KAREN OSBORNE, SENIOR PARALEGAL

Address Line 1: 1180 PEACHTREE STREET, N.E.

Address Line 2: KING & SPALDING LLP
Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	22582.515004
NAME OF SUBMITTER:	KAREN OSBORNE
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	06/18/2018

#### **Total Attachments: 6**

source=Varagon\_Comar - Patent Security Agreement (EXECUTED)#page1.tif source=Varagon\_Comar - Patent Security Agreement (EXECUTED)#page2.tif source=Varagon\_Comar - Patent Security Agreement (EXECUTED)#page3.tif source=Varagon\_Comar - Patent Security Agreement (EXECUTED)#page4.tif source=Varagon\_Comar - Patent Security Agreement (EXECUTED)#page5.tif source=Varagon\_Comar - Patent Security Agreement (EXECUTED)#page6.tif

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#### **PATENT SECURITY AGREEMENT**

PATENT SECURITY AGREEMENT, dated as of June 18, 2018 (the "Patent Security Agreement"), made by Comar, LLC, a Delaware limited liability company, West Bend Packaging, LLC, a Delaware limited liability company, and Paradigm Packaging, Inc., a Delaware corporation (each, a "Grantor" and collectively, the "Grantors"), in favor of Varagon Capital Partners Agent, LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of June 18, 2018 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among North Haven Goldfinch Holdco, LLC, Comar Holding Company, LLC, North Haven Goldfinch Topco, LLC, each Lender (as defined in the Credit Agreement) from time to time party thereto, Varagon Capital Partners Agent, LLC, as Administrative Agent and the other parties party thereto.

WHEREAS, each Grantor is party to a Security Agreement, dated as of June 18, 2018 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Patents. Each Grantor hereby confirms that pursuant to the Security Agreement, it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the Owned Patents, including those listed on Schedule I hereto, and all proceeds of the Owned Patents, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets).

Section 3. Purpose. This Patent Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of the security interest mentioned in Section 2 above with the United States Patent and Trademark Office. This Patent Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. <u>Counterparts</u>. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such

PATENT REEL: 046121 FRAME: 0920 documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; <u>provided</u> that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.

Section 5. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

Section 6. Governing Law. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]

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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMAR, LLC,

as a Grantor

Name: David Havs

Title: Chief Financial Officer

WEST BEND PACKAGING, LLC,

as a Grantor

Name: David Havs

Title: Chief Financial Officer

PARADIGM PACKAGING, INC.,

as a Grantor

Names David Have

Title: Chief Financial Officer:

VARAGON CAPITAL PARTNERS AGENT, LLC,

as Collateral Agent

Name: Terry Robinson Title: Executive Director

# PATENT REGISTRATIONS AND PATENT APPLICATIONS

## **UNITED STATES PATENTS**

## **U.S. Patent Issuances**

Grantor	<u>Title</u>	Issue Date	Patent Number
Comar, LLC	Upwardly Biasing Child- Resistant Closure for Liquid Medicaments	5/3/2016	9,327,877
Comar, LLC	Locking Helical Closure System	3/12/2002	6,354,450
Comar, LLC	Child Resistant Compact Case	12/21/2004	6,832,686
Comar, LLC	Pill Dispensing Apparatus and System	9/12/2006	7,104,417
Comar, LLC	Dispenser for Medicaments and Method and Apparatus for Making Same	7/4/2006	7,070,581
Comar, LLC	Dispenser for Medicaments and Method and Apparatus for Making Same	10/21/2008	7,438,552
Comar, LLC	Dispenser for Medicaments and Method and Apparatus for Making Same	8/27/2013	8,517,997
Comar, LLC	Press In Bottle Adapter	6/11/2013	8,459,312
Comar, LLC	High Recovery Vial	2/10/2009	D586,472
Comar, LLC	Tamper Evident Tip Cap Assembly	12/15/2009	7,632,244
Comar, LLC	Injection Blow Mold Manifold and Nozzle	10/14/2017	8,858,215
Comar, LLC	Upwardly Biasing Child- Resistant Closure for Liquid Medicaments	7/5/2016	9,382,049
Comar, LLC	High Recovery Vial	4/22/2008	D567,388
Comar, LLC	Die for Forming a Helical lock on a Glass Vial Neck	5/6/2008	D568,347

PATENT REEL: 046121 FRAME: 0924

<u>Grantor</u>	<u>Title</u>	Issue Date	Patent Number
Comar, LLC	Needleless Access Apparatus and System	3/16/2004	6,706,031
Comar, LLC	Rotatable Compact Case with Non-removable Pill Package Insert	7/17/2007	7,243,797
West Bend Packaging, LLC	Dispensing Lid	9/7/2004	6,786,447
West Bend Packaging, LLC	Dispenser cap with integrated handle	9/30/2008	D577,582
Paradigm Packaging, Inc.	Product Dispensing Closure with Lid Support	2/18/2003	6,520,370
Paradigm Packaging, Inc.	Product Dispensing System and Method	7/9/2002	6,415,965