

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5070096

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
APOTHECARY PRODUCTS, LLC		07/27/2018
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL LP, AS AGENT	
Street Address:	500 WEST MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Patent Number:	D812368	
Patent Number:	D809153	
Patent Number:	D785314	
Patent Number:	D784694	
Patent Number:	D777419	
Patent Number:	D775462	
Patent Number:	9010669	
Patent Number:	D714051	
Patent Number:	D714052	
Patent Number:	D698141	
Patent Number:	D697303	
Patent Number:	D696856	
Patent Number:	7942280	
Application Number:	14167029	
Application Number:	14249954	
Application Number:	10970203	
Application Number:	11067104	
Application Number:	09945496	
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: 312-577-8574

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Correspondent Name: HUMBERTO AQUINO C/O KATTEN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-00064
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	07/27/2018

Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 27, 2018, is made by the undersigned (“**Grantor**”), in favor of Antares Capital LP, a Delaware limited partnership (“**Antares**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Apothecary Products, LLC, a Delaware limited liability company (“**Borrower**”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of February 28, 2014 in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

(i) Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

(ii) Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “**Patent Collateral**”):

(a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(iii) Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(iv) Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

(v) Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(vi) Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

APOTHECARY PRODUCTS, LLC
as Grantor

By: 

Name: Nathan Hanson

Title: President and CEO

Patent Security Agreement

PATENT
REEL: 046480 FRAME: 0792

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent



By: _____

Name: Kyle Wilson

Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Patent	Patent No.	Registration Date	Jurisdiction
Pill container	D812368	3/13/18	U.S.
Pill crusher	D809153	1/30/18	U.S.
Carousel pill container	D785314	5/2/17	U.S.
CONTACT LENS CASE	D784694	2/24/17	U.S.
Pill container	D777419	1/31/17	U.S.
Pill container	D775462	1/3/17	U.S.
PILL CRUSHER ASSEMBLY AND METHODS	9010669	4/21/15	U.S.
CONTACT LENS CASE	D714051	9/30/14	U.S.
CONTACT LENS CASE	D714052	9/30/14	U.S.
PILL CONTAINER	D698141	1/28/14	U.S.
PILL CONTAINER	D697303	1/14/14	U.S.
TWO TIER PILL CONTAINER	D696856	1/7/14	U.S.
PUSH TAB VIAL ASSEMBLY AND METHODS	7942280	5/17/11	U.S.

2. PATENT APPLICATIONS

Patent Application	Application No.	Filing Date	Jurisdiction
KIT FOR MEDICINE AND ACCESSORIES; METHODS OF USE	14/167029	1/29/14	U.S.
PILL CRUSHER ASSEMBLY AND METHODS	14/249954	4/10/14	U.S.
Pill fill tray and packaging system	10970203	10/21/04	U.S.
Pill fill tray and packaging system	11067104	2/25/05	U.S.
Container for pills with alarm, and methods	09945496	8/30/01	U.S.

3. IP LICENSES

None.