

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4946380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT - SECOND LIEN
CONVEYING PARTY DATA	
Name	Execution Date
PROAMPAC ROCHESTER LLC	05/01/2018
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT
Street Address:	500 W. MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D694649
Patent Number:	D694647
Application Number:	15339232
Application Number:	14872592
CORRESPONDENCE DATA	
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<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>	
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NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	05/04/2018
Total Attachments: 6	
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PATENT

REEL: 046659 FRAME: 0167

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of May 1, 2018, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of November 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION. 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the “**Patent Collateral**”); provided that, the Patent Collateral shall not include any Excluded Assets:

- (i) all letters patent of the United States in or to which any Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use and/or sell the inventions or designs disclosed or claimed therein,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Patent Security Agreement shall terminate and the security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Patent Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication 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.

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.

**GATEWAY PACKAGING COMPANY LLC; and
PROAMPAC ROCHESTER LLC,**
each as Grantor

By: 


Name: Eric Bradford

Title: Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement]

PATENT
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ANTARES CAPITAL LP,
as Collateral Agent

By: _____

Name: Eric Hansen

Title: Duly Authorized Signatory

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Patent /Application Number</u>	<u>Filing Date</u>	<u>Status</u>	<u>Owner</u>
Recloseable Label	US	9475615	02/24/15	Issued	Gateway Packaging Company LLC
Recloseable Label (Divisional)	US	15/288300	10/07/16	Pending/Published	Gateway Packaging Company LLC
Recloseable Label (CIP)	US	15/473586	03/29/17	Pending/Unpublished	Gateway Packaging Company LLC
Flat Folded Bottom Self Opening Style Bag and Method of Manufacture	US	15/726782	10/06/17	Pending/Unpublished	Gateway Packaging Company LLC
Flat Patch Bottom Self Opening Style Bag and Method of Manufacture	US	15/726799	10/06/17	Pending/Unpublished	Gateway Packaging Company LLC
Center Folded Bottom Self Opening Style Bag and Method of Manufacture	US	15/726814	10/06/17	Pending/Unpublished	Gateway Packaging Company LLC
Bulk Consumables Pouch	US	D694649	03/15/13	Issued	ProAmpac Rochester LLC

<u>Title</u>	<u>Country</u>	<u>Patent /Application Number</u>	<u>Filing Date</u>	<u>Status</u>	<u>Owner</u>
Dual Compartment Pouch	US	D694647	07/01/13	Issued	ProAmpac Rochester LLC
Scored Pouch and a Method of Manufacturing the Same	US	15339232	10/31/16	Pending/Unpublished	ProAmpac Rochester LLC
Multi-compartment container with fragile seal and vapor permeable region	US	14872592	10/1/2015	Pending	ProAmpac Rochester LLC