

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5075323

| | |
|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BALL METAL FOOD CONTAINER, LLC | 07/31/2018 |
| BALL AEROSOL AND SPECIALTY CONTAINER, LLC | 07/31/2018 |
| RECEIVING PARTY DATA | |
| Name: | GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT |
| Street Address: | 200 WEST STREET |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10282 |
| PROPERTY NUMBERS Total: 8 | |
| Property Type | Number |
| Patent Number: | 7812292 |
| Patent Number: | D694108 |
| Application Number: | 62507462 |
| Patent Number: | 6318583 |
| Patent Number: | 6543490 |
| Patent Number: | 7225954 |
| Patent Number: | 6786370 |
| Patent Number: | 7225839 |
| 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: | DORIS KA |
| SIGNATURE: | /Doris Ka/ |

PATENT

DATE SIGNED:

07/31/2018

Total Attachments: 7

source=22. Spray - First Lien Patent Security Agreement#page1.tif

source=22. Spray - First Lien Patent Security Agreement#page2.tif

source=22. Spray - First Lien Patent Security Agreement#page3.tif

source=22. Spray - First Lien Patent Security Agreement#page4.tif

source=22. Spray - First Lien Patent Security Agreement#page5.tif

source=22. Spray - First Lien Patent Security Agreement#page6.tif

source=22. Spray - First Lien Patent Security Agreement#page7.tif

PATENT

REEL: 046673 FRAME: 0455

FIRST LIEN PATENT SECURITY AGREEMENT

FIRST LIEN PATENT SECURITY AGREEMENT, dated as of July 31, 2018, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of GOLDMAN SACHS BANK USA, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain First Lien Security Agreement, dated as of July 31, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Patent Security Agreement (this “Patent Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, 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 in Patent Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Patents of such Grantor listed on Schedule I attached hereto (other than Excluded Collateral); and

(b) all Proceeds 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 pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, 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 Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Patent Security Agreement is subject to the terms and conditions set forth in the ABL Intercreditor Agreement and the First Lien/Second Lien Intercreditor Agreement (each as defined in the Credit Agreement) in all respects and, in the event of any conflict between the

terms of the ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, and this Patent Security Agreement, the terms of ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, shall govern.

[signature page follows]

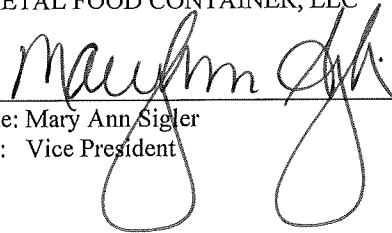
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BALL METAL FOOD CONTAINER, LLC

By: _____

Name: Mary Ann Sigler
Title: Vice President

A handwritten signature in black ink, appearing to read "Mary Ann Sigler", written over a horizontal line.A small, handwritten mark or initials in black ink, possibly "la", located to the right of the signature.

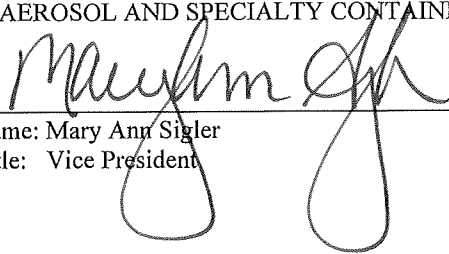
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BALL AEROSOL AND SPECIALTY CONTAINER, LLC

By: _____

Name: Mary Ann Sigler
Title: Vice President

A large, stylized handwritten signature in black ink, appearing to read 'Mary Ann Sigler', written over a horizontal line.Handwritten initials 'la' in black ink.

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Name:

Title:

Charles D. Johnston
Authorized Signatory

[Patent Security Agreement]

PATENT
REEL: 046673 FRAME: 0460

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

| Title | Serial # | Registration | Issue Date | Owner |
|--|------------|--------------|------------|---|
| Microwavable Metallic Container | 11/621,907 | 7812292 | 10/12/2010 | Ball Metal Food Container, LLC |
| END FOR A CONTAINER, CAN, OR THE LIKE | 29/404,441 | D694108 | 11/26/2013 | Ball Metal Food Container, LLC |
| Metallic Container Dome Configured to Deform at a Predetermined Pressure | 62/507,462 | | | Ball Metal Food Container, LLC |
| Beaded container | 09/524,870 | 6318583 | 11/20/2001 | Ball Aerosol and Specialty Container, LLC |
| Aerosol colorant charging system and method | 09/718,756 | 6543490 | 4/8/2003 | Ball Aerosol and Specialty Container, LLC |
| Beaded thin wall large aerosol container | 10/863,024 | 7225954 | 6/5/2007 | Ball Aerosol and Specialty Container, LLC |
| Beaded thin wall aerosol container | 10/238,286 | 6786370 | 9/7/2004 | Ball Aerosol and Specialty Container, LLC |
| Grommet or fill valve for an aerosol container | 11/256,422 | 7225839 | 6/5/2007 | Ball Aerosol and Specialty Container, LLC |