### 505621775 08/14/2019

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
RING CONTAINER TECHNOLOGIES, LLC	08/13/2019

#### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	135 S. LASALLE STREET		
Internal Address:	MAIL CODE: IL4-135-09-61		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	
Application Number:	29665693	
Application Number:	29670220	
Application Number:	29678896	
Application Number:	16353530	

#### CORRESPONDENCE DATA

**Fax Number:** (800)494-7512

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:** 202.370.4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: JOANNA MCCALL

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Address Line 2: COGENCY GLOBAL INC.

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ATTORNEY DOCKET NUMBER:	1118657
NAME OF SUBMITTER:	SONYA JACKMAN
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	08/14/2019

**Total Attachments: 5** 



#### FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT dated as of August 13, 2019 (this "Patent Security Agreement Supplement"), by and between Ring Container Technologies, LLC, a Tennessee limited liability company (the "Grantor") and Bank of America, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the "Administrative Agent") for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of October 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among RING CONTAINER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company (the "Borrower"), RING CONTAINER TECHNOLOGIES INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain First Lien Pledge and Security Agreement dated as of October 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain First Lien Patent Security Agreement, dated as of October 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Patent Security Agreement") by and among the Grantors party thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Patent Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Patent Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the "Additional Patent Collateral"):

(a) any and all patents and patent applications (including but not limited to the patents and patent applications listed on <u>Schedule I</u> hereto); (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing, in each case, excluding any Excluded Assets.

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

SECTION 4. Governing Law. This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Patent Security Agreement Supplement 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.

[Signature Pages Follow]

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

RING CONTAINER TECHNOLOGIES, LLC

Name: Fred H. Geyer

Title: Executive Vice President, Chief Financial

Officer, Secretary and Treasurer

BANK OF AMERICA, N.A. as Administrative Agent

By:

Name: Gerund Diamond Title: Vice-President

# **SCHEDULE I**

## PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TITLE
Ring Container Technologies, LLC	29/665,693	10-05-2018	Container And Method Of Manufacture
Ring Container Technologies, LLC	29/670,220	11-14-2018	6.3L Baseball Snack Barrel Wide Mouth Food Container
Ring Container Technologies, LLC	29/678,896	01-31-2019	Smooth trimmed edge bottle
Ring Container Technologies, LLC	16/353,530	03-19-2019	Phased Injection Preform Molding Technique

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**RECORDED: 08/14/2019**