

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5742659

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRI STATE DISTRIBUTION, INC.	09/13/2019
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 76	
Property Type	Number
Patent Number:	6446823
Patent Number:	6523709
Patent Number:	6926161
Patent Number:	7070063
Patent Number:	7108145
Patent Number:	7571826
Patent Number:	D598295
Patent Number:	8209944
Patent Number:	8919083
Patent Number:	9834329
Patent Number:	D651897
Patent Number:	6802427
Patent Number:	7124904
Patent Number:	D679999
Patent Number:	D680000
Patent Number:	D680002
Patent Number:	D722689
Patent Number:	8662331
Patent Number:	8881988
Patent Number:	8985358

PATENT

Property Type	Number
Patent Number:	9302814
Patent Number:	9487335
Patent Number:	D679598
Patent Number:	D709766
Patent Number:	D680001
Patent Number:	9763853
Patent Number:	9925116
Patent Number:	10052258
Patent Number:	9782327
Patent Number:	9962318
Patent Number:	9980881
Patent Number:	D781379
Patent Number:	D790008
Patent Number:	D781378
Patent Number:	9114660
Patent Number:	9586712
Patent Number:	9758270
Patent Number:	9842286
Patent Number:	9811782
Patent Number:	7000789
Patent Number:	7111746
Patent Number:	8006852
Patent Number:	D641629
Patent Number:	D751398
Patent Number:	7823726
Patent Number:	8181370
Patent Number:	8210351
Patent Number:	9193491
Patent Number:	9427377
Patent Number:	7967159
Patent Number:	8915048
Patent Number:	10143627
Patent Number:	10252842
Patent Number:	10322065
Patent Number:	D849141
Patent Number:	D849142
Application Number:	15784670
Application Number:	16250539

Property Type	Number
Application Number:	13875785
Application Number:	13804930
Application Number:	14304103
Application Number:	16276671
Application Number:	15677300
Application Number:	15884820
Application Number:	16037046
Application Number:	15917912
Application Number:	16285260
Application Number:	16117083
Application Number:	29654317
Application Number:	29654319
Application Number:	29654323
Application Number:	29654324
Application Number:	29635466
Application Number:	29635467
Application Number:	29635468
Application Number:	29635470

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: 7145401235

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 049133-0345

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /KJA/

DATE SIGNED: 09/27/2019

Total Attachments: 7

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT is entered into as of September 13, 2019 (this “**Agreement**”), among Tri State Distribution, Inc. (the “**Grantor**”) and Barclays Bank PLC (“**Barclays**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement dated as of May 22, 2017 (as supplemented by the First Lien Security Agreement Joinder (Supplement No. 1) dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to Consolidated Container Company LLC, a Delaware limited liability company (the “**Borrower**”) subject to the terms and conditions set forth in that certain First Lien Credit Agreement dated as of May 22, 2017 (as amended as of February 6, 2018 pursuant to the 2018 Refinancing Amendment, as further amended as of June 14, 2019 pursuant to the 2019 Incremental Facility Amendment, as further amended as of July 3, 2019 pursuant to the 2019 Incremental Facility Repricing Amendment, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among, the Borrower, Consolidated Container Intermediary LLC, a Delaware limited liability company (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**Lenders**”) and Barclays, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement 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 Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Patent Collateral**”):

- A. all Patents, including those Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the right to sue third parties for past, present and future infringements of any Patent; and
- C. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (C) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets.

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

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

[Signature Pages Follow]

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

TRI STATE DISTRIBUTION, INC.,
as Grantor

By: 
Name: Louis Lettes
Title: Chief Legal and Compliance Officer

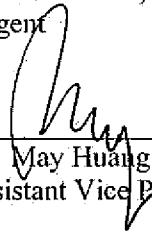
[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 050565 FRAME: 0026

BARCLAYS BANK PLC,
as Collateral Agent

By: _____

Name:


May Huang

Title:

Assistant Vice President

[Signature Page to First Lien Patent Security Agreement]

SCHEDULE I

Owner	Jurisdiction of Registration/ Application	Registration/Application Number	Date of Registration/Application
Tri State Distribution, Inc.	United States	Patent No. 6,446,823	September 10, 2002
Tri State Distribution, Inc.	United States	Patent No. 6,523,709	February 25, 2003
Tri State Distribution, Inc.	United States	Patent No. 6,926,161	August 9, 2005
Tri State Distribution, Inc.	United States	Patent No. 7,070,063	July 4, 2006
Tri State Distribution, Inc.	United States	Patent No. 7,108,145	September 19, 2006
Tri State Distribution, Inc.	United States	Patent No. 7,571,826	August 11, 2009
Tri State Distribution, Inc.	United States	Design Patent No. D598,295	August 18, 2009
Tri State Distribution, Inc.	United States	Patent No. 8,209,944	July 3, 2012
Tri State Distribution, Inc.	United States	Patent No. 8,919,083	December 30, 2014
Tri State Distribution, Inc.	United States	Patent No. 9,834,329	December 5, 2017
Tri State Distribution, Inc.	United States	Design Patent No. D651,897	October 10, 2012
Tri State Distribution, Inc.	United States	Patent No. 6,802,427	October 12, 2004
Tri State Distribution, Inc.	United States	Patent No. 7,124,904	October 24, 2006
Tri State Distribution, Inc.	United States	Design Patent No. D679,999	April 16, 2013
Tri State Distribution, Inc.	United States	Design Patent No. D680,000	April 16, 2013
Tri State Distribution, Inc.	United States	Design Patent No. D680,002	April 16, 2013
Tri State Distribution, Inc.	United States	Design Patent No. D722,689	February 17, 2015
Tri State Distribution, Inc.	United States	Patent No. 8,662,331	March 4, 2014
Tri State Distribution, Inc.	United States	Patent No. 8,881,988	November 11, 2014
Tri State Distribution, Inc.	United States	Patent No. 8,985,358	March 24, 2015
Tri State Distribution, Inc.	United States	Patent No. 9,302,814	April 5, 2016
Tri State Distribution, Inc.	United States	Patent No. 9,487,335	November 8, 2016
Tri State Distribution, Inc.	United States	Design Patent No. D679,598	April 9, 2013
Tri State Distribution, Inc.	United States	Design Patent No. D709,766	July 29, 2014
Tri State Distribution, Inc.	United States	Design Patent No. D680,001	April 16, 2013
Tri State Distribution, Inc.	United States	Patent No. 9,763,853	September 19, 2017
Tri State Distribution, Inc.	United States	Patent No. 9,925,116	March 27, 2018
Tri State Distribution, Inc.	United States	Patent No. 10,052,258	August 21, 2018
Tri State Distribution, Inc.	United States	Patent No. 9,782,327	October 10, 2017
Tri State Distribution, Inc.	United States	Patent No. 9,962,318	May 8, 2018

Owner	Jurisdiction of Registration/ Application	Registration/Application Number	Date of Registration/Application
Tri State Distribution, Inc.	United States	Patent No. 9,980,881	May 29, 2018
Tri State Distribution, Inc.	United States	Design Patent No. D781,379	March 14, 2017
Tri State Distribution, Inc.	United States	Design Patent No. D790,008	June 20, 2017
Tri State Distribution, Inc.	United States	Design Patent No. D781,378	March 14, 2017
Tri State Distribution, Inc.	United States	Patent No. 9,114,660	August 25, 2015
Tri State Distribution, Inc.	United States	Patent No. 9,586,712	March 7, 2017
Tri State Distribution, Inc.	United States	Patent No. 9,758,270	September 12, 2017
Tri State Distribution, Inc.	United States	Patent No. 9,842,286	December 12, 2017
Tri State Distribution, Inc.	United States	Patent No. 9,811,782	November 7, 2017
Tri State Distribution, Inc.	United States	Patent No. 7,000,789	February 21, 2006
Tri State Distribution, Inc.	United States	Patent No. 7,111,746	September 26, 2006
Tri State Distribution, Inc.	United States	Patent No. 8,006,852	August 30, 2011
Tri State Distribution, Inc.	United States	Design Patent No. D641,629	July 19, 2011
Tri State Distribution, Inc.	United States	Design Patent No. D751,398	March 15, 2016
Tri State Distribution, Inc.	United States	Patent No. 7,823,726	November 2, 2010
Tri State Distribution, Inc.	United States	Patent No. 8,181,370	May 22, 2012
Tri State Distribution, Inc.	United States	Patent No. 8,210,351	July 3, 2012
Tri State Distribution, Inc.	United States	Patent No. 9,193,491	November 24, 2015
Tri State Distribution, Inc.	United States	Patent No. 9,427,377	August 30, 2016
Tri State Distribution, Inc.	United States	Patent No. 7,967,159	June 28, 2011
Tri State Distribution, Inc.	United States	Patent No. 8,915,048	December 23, 2014
Tri State Distribution, Inc.	United States	Patent No. 9,427,377	August 30, 2016
Tri State Distribution, Inc.	United States	Patent No. 10,143,627	December 4, 2018
Tri State Distribution, Inc.	United States	Patent No. 10,252,842	April 9, 2019
Tri State Distribution, Inc.	United States	Patent No. 10,322,065	June 18, 2019
Tri State Distribution, Inc.	United States	Patent App. No. 15/784,670	October 16, 2017
Tri State Distribution, Inc.	United States	Patent App. No. 16/250,539	January 17, 2019
Tri State Distribution, Inc.	United States	Patent App. No. 13/875,785	May 2, 2013
Tri State Distribution, Inc.	United States	Patent App. No. 13/804,930	March 14, 2013
Tri State Distribution, Inc.	United States	Patent App. No. 14/304,103	June 13, 2014
Tri State Distribution, Inc.	United States	Patent App. No.	February 15, 2019

Owner	Jurisdiction of Registration/ Application	Registration/Application Number	Date of Registration/Application
		16/276,671	
Tri State Distribution, Inc.	United States	Patent App. No. 15/677,300	August 15, 2017
Tri State Distribution, Inc.	United States	Patent App. No. 15/884,820	January 31, 2018
Tri State Distribution, Inc.	United States	Patent App. No. 16/037,046	July 17, 2018
Tri State Distribution, Inc.	United States	Patent App. No. 15/917,912	March 12, 2018
Tri State Distribution, Inc.	United States	Patent App. No. 16/285,260	February 26, 2019
Tri State Distribution, Inc.	United States	Patent App. No. 16/117,083	August 30, 2018
Tri State Distribution, Inc.	United States	Design Patent App. No. 29/654,317	June 22, 2018
Tri State Distribution, Inc.	United States	Design Patent App. No. 29/654,319	June 22, 2018
Tri State Distribution, Inc.	United States	Design Patent App. No. 29/654,323	June 22, 2018
Tri State Distribution, Inc.	United States	Design Patent App. No. 29/654,324	June 22, 2018
Tri State Distribution, Inc.	United States	Design Patent App. No. 29/635,466	January 31, 2018
Tri State Distribution, Inc.	United States	Design Patent App. No. 29/635,467	January 31, 2018
Tri State Distribution, Inc.	United States	Design Patent App. No. 29/635,468	January 31, 2018
Tri State Distribution, Inc.	United States	Design Patent App. No. 29/635,470	January 31, 2018
Tri State Distribution, Inc.	United States	Design Patent No. D849,141	May 21, 2019
Tri State Distribution, Inc.	United States	Design Patent No. D849,142	May 21, 2019