

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5827867

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CONSOLIDATED CONTAINER COMPANY LP	11/18/2019
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	29698691
Application Number:	29707435
Application Number:	29698436
Application Number:	29700458
CORRESPONDENCE DATA	
Fax Number:	
<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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ATTORNEY DOCKET NUMBER:	BARCLAYS 2019 Q3
NAME OF SUBMITTER:	MEGAN ANDERSON
SIGNATURE:	/Megan Anderson/
DATE SIGNED:	11/19/2019
Total Attachments: 5	
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FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of November 18, 2019 (this “**Patent Security Agreement Supplement**”), among Consolidated Container Company LP (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 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, 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, the **Grantor** and the Collateral Agent have entered into that certain First Lien Patent Security Agreement, dated as of May 22, 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**”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as 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 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 the Grantor and regardless of where located (collectively, the “**Additional Patent Collateral**”):

- A. the 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 such Patent registrations and pending applications; 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 Patent Security Agreement Supplement 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 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.

[Signature Pages Follow]

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

CONSOLIDATED CONTAINER COMPANY LP,
as Grantor

By: 

Name: Louis Lettes
Title: Chief Legal & Compliance Officer and
Secretary

BARCLAYS BANK PLC,
as Collateral Agent

By: _____
Name: May Huang
Title: Assistant Vice President

SCHEDULE I

PATENT APPLICATIONS

GRANTOR	APPLICATION NO. FILING DATE	TITLE
Consolidated Container Company LP	29/700,458 8/2/19	Ribbed container
Consolidated Container Company LP	29/698,691 7/18/19	"Container" (Dura-Lite® Skinny Canister – Design – Helical Groove)
Consolidated Container Company LP; Milacron LLC ¹	29/707,435 9/27/19	" <i>Container</i> " (Dura-Lite® Industrial Round Gallon – Design – Divisional)
Consolidated Container Company LP; Milacron LLC ²	29/698,436 9/27/19	"Container" (Dura-Lite® Skinny Industrial Round Bottle – Design – Divisional)

¹ Co-owned with Milacron, LLC.

² Co-owned with Milacron, LLC.