## 505818732 12/12/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5865561

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT-TL

#### **CONVEYING PARTY DATA**

Name	Execution Date
SABERT HOLDING CORP.	12/10/2019
SABERT CORPORATION	12/10/2019
NUVIDA PLASTIC TECHNOLOGY, INC.	12/10/2019
LBP MANUFACTURING LLC	12/10/2019
LBH IHC LLC	12/10/2019
LBP HOLDINGS LLC	12/10/2019
LBP INTERMEDIATE HOLDINGS LLC	12/10/2019
LBP INVESTMENTS LLC	12/10/2019

### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	10 SOUTH DEARBORN STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	

### **PROPERTY NUMBERS Total: 85**

Property Type	Number
Application Number:	15762556
Application Number:	16024261
Application Number:	14174325
Application Number:	15916988
Application Number:	29687867
Application Number:	29697689
Application Number:	62807517
Application Number:	62807532
Application Number:	62852072
Patent Number:	8672166
Patent Number:	9340316
Patent Number:	9370916
Patent Number:	D776974

PATENT REEL: 051284 FRAME: 0127

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Patent Number:	9745106
	3743100
Patent Number:	D810522
Patent Number:	9944436
Patent Number:	9981782
Patent Number:	10279963
Patent Number:	10427842
Patent Number:	D592049
Patent Number:	D590706
Patent Number:	D703042
Patent Number:	D588417
Patent Number:	D585734
Patent Number:	D527956
Patent Number:	D842691
Application Number:	16400838
Application Number:	16251635
Application Number:	16209731
Patent Number:	10183458
Patent Number:	9908667
Patent Number:	7077309
Application Number:	15902789
Application Number:	15827876
Patent Number:	10144573
Patent Number:	9751656
Patent Number:	9676570
Patent Number:	9580228
Patent Number:	9629494
Patent Number:	9648969
Patent Number:	D785448
Patent Number:	9591937
Patent Number:	9527661
Patent Number:	9505516
Patent Number:	9309023
Patent Number:	9216837
Patent Number:	9211970
Patent Number:	9108794
Patent Number:	9056712
Patent Number:	9051102
Patent Number:	D721584

Property Type	Number
Patent Number:	8870018
Patent Number:	8820617
Patent Number:	8627999
Patent Number:	8529723
Patent Number:	8424712
Patent Number:	8056763
Patent Number:	8015780
Patent Number:	D634589
Patent Number:	D634588
Patent Number:	D631743
Patent Number:	D631742
Patent Number:	D631741
Patent Number:	D630508
Patent Number:	7770756
Patent Number:	7740139
Patent Number:	7735640
Patent Number:	7721774
Patent Number:	D611772
Patent Number:	D594708
Patent Number:	D594707
Patent Number:	7325718
Patent Number:	D543844
Patent Number:	6863644
Patent Number:	6736289
Patent Number:	9743798
Patent Number:	7150377
Patent Number:	7066869
Patent Number:	D675091
Patent Number:	D675090
Patent Number:	9522772
Patent Number:	D772054
Patent Number:	9452879
Patent Number:	9233515
Patent Number:	D675089

#### **CORRESPONDENCE DATA**

**Fax Number:** (212)455-2502

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.

PATENT

REEL: 051284 FRAME: 0129

**Phone:** (212)455-3605

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Correspondent Name: GENEVIEVE DORMENT, ESQ.

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Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2235
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	12/12/2019

#### **Total Attachments: 10**

source=(32782974)\_(1)\_Project Shamrock - Patent Security Agreement (TL GCA) Execution Version#page1.tif source=(32782974)\_(1)\_Project Shamrock - Patent Security Agreement (TL GCA) Execution Version#page2.tif source=(32782974)\_(1)\_Project Shamrock - Patent Security Agreement (TL GCA) Execution Version#page3.tif source=(32782974)\_(1)\_Project Shamrock - Patent Security Agreement (TL GCA) Execution Version#page4.tif source=(32782974)\_(1)\_Project Shamrock - Patent Security Agreement (TL GCA) Execution Version#page5.tif source=(32782974)\_(1)\_Project Shamrock - Patent Security Agreement (TL GCA) Execution Version#page6.tif source=(32782974)\_(1)\_Project Shamrock - Patent Security Agreement (TL GCA) Execution Version#page7.tif source=(32782974)\_(1)\_Project Shamrock - Patent Security Agreement (TL GCA) Execution Version#page8.tif source=(32782974)\_(1)\_Project Shamrock - Patent Security Agreement (TL GCA) Execution Version#page9.tif source=(32782974)\_(1)\_Project Shamrock - Patent Security Agreement (TL GCA) Execution Version#page9.tif source=(32782974)\_(1)\_Project Shamrock - Patent Security Agreement (TL GCA) Execution Version#page9.tif

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of December 10, 2019 (as amended, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Sabert Holding Corp. ("SHC" or "Holdings"), Sabert Corporation ("Sabert" or the "Borrower"), certain of Holdings' Subsidiaries signatories hereto (Holdings, the Borrower and each such Subsidiary a "Grantor", and collectively, the "Grantors") have entered into the Term Loan Credit Agreement, dated as of December 10, 2019 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), certain other parties and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement the Grantors have entered into the Term Loan Guarantee and Collateral Agreement, dated as of December 10, 2019 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent on behalf of and for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Patent Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent on behalf of and for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under Patents, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, including those listed on Schedule A, to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. <u>Recordation</u>. This Patent Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopy or electronic

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transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 5. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 6. <u>Conflict Provision</u>. This Patent Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Patent Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, the undersigned have caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

SABERT HOLDING CORP.

Title: Miel Financial Officer

SABERT CORPORATION

Ву:\_\_\_\_\_

Name: Chiry Lizhewski
Title: Chief Financial Officer

NUVIDA PLASTIC TECHNOLOGY, INC.

By:

Name: Çakıy Ziznewski

Title:\Chief Financial Officer

LBP MANUFACTURING LLC

By:

Name: Gary Zijnewski

Title: Chils Mancial Officer

LBP IHC LLC

By:

Name: Gofy Zhznewski

Title: Live Financial Officer

[Signature Page to Patent Security Agreement]

LBP HOLDINGS LLC

By:

Name: Gary Lizney ski Title: Chief Financial Officer

LBP INTERMEDIATE HOLDINGS LLC

By:

Name: Gary Aznékski Title: Chier Financial Officer

LBP INVESTMENTS LLC

By:

Name: Wary

Title Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as Administrative Agent

Name: Robert A. Kaulius Title: Authorized Officer

## SCHEDULE A

# **United States Patents and Patent Applications**

Registered Owner (Loan Party)	Patent Title	Registration Number
Sabert Corporation	Folding Plastic Tongs for Serving Food Items	15/762,556 (Application Number)
Sabert Corporation	Food Display, Transport, Storage, and Serving System	16/024,261 (Application Number)
Sabert Corporation	Resealable Food Container With Lid Having A Tamper Evident Tear Away Band	14/174,325 (Application Number)
Sabert Corporation	Tamper-Evident Container And Method	15/916,988 (Application Number)
Sabert Corporation	Folding Pulp Container (Square & Rectangle Folding Pulp Carton)	29/687,867 (Application Number)
Sabert Corporation	Plate	29/697,689 (Application Number)
Sabert Corporation	Food Transport And Serving System	62/807,517 (Application Number)
Sabert Corporation	Container System With Base And Foldable Lid	62/807,532 (Application Number)
Sabert Corporation	Container System With Locking Tabs	62/852,072 (Application Number)
Sabert Corporation	Resealable Food Container With Lid Having A Tamper Evident Tear Away Band	8672166
Sabert Corporation	Poly(ethylene terephthalate)(APET) Multilayer Oxygen-Scavenging Containers and Methods of Making	9340316
Sabert Corporation	POLY(ETHYLENE TEREPHTHALATE) (CPET) MULTILAYER OXYGEN- SCAVENGING CONTAINERS AND METHODS OF MAKING	9370916
Sabert Corporation	CONTAINER	D776974
Sabert Corporation	TAMPER-EVIDENT CONTAINERS	9745106
Sabert Corporation	Folding Tongs	D810522
Sabert Corporation	Tamper-Evident Container And Method	9944436
Sabert Corporation	Tamper-Evident Container And Method	9981782

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Registered Owner (Loan Party)	Patent Title	Registration Number
Sabert Corporation	Tamper-Evident Container And Method	10279963
Sabert Corporation	TAMPER-EVIDENT CONTAINERS	10427842
Sabert Corporation	Combined base and cover	D592049
Sabert Corporation	Combined square base and cover	D590706
Sabert Corporation	Container	D703042
Sabert Corporation	Combined square bowl and lid	D588417
Sabert Corporation	Combined square platter base and cover	D585734
Sabert Corporation	Combined square bowl and lid	D527956
LBP Manufacturing LLC	Two-piece food container	D842691
LBP Manufacturing LLC	Divided container	16/400838
LBP Manufacturing LLC	INSULATED PACKAGING AND METHOD OF MAKING SAME	16/251635
LBP Manufacturing LLC	Thermally Activatable Insulating Packaging	16209731
LBP Manufacturing LLC	Insulated packaging and method of making same	10183458
LBP Manufacturing LLC	Cup lid with reclosable cap	9908667
LBP Manufacturing LLC	Beverage container	7077309
LBP Manufacturing LLC	Cold cup sleeve	15/902789
LBP Manufacturing LLC	INSULATED LAMINATES AND METHODS FOR MAKING SAME	15/827876
LBP Manufacturing LLC	Thermally activatable insulating packaging	10144573
LBP Manufacturing LLC	Beverage container	9751656
LBP Manufacturing LLC	Feeder system for beverage container holder process	9676570
LBP Manufacturing LLC	Thermally activatable insulating packaging	9580228
LBP Manufacturing LLC	Disposable single use beverage filter basket	9629494

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Registered Owner (Loan Party)	Patent Title	Registration Number
LBP Manufacturing LLC	Insulating packaging	9648969
LBP Manufacturing LLC	Beverage container	D785448
LBP Manufacturing LLC	Insulating container	9591937
LBP Manufacturing LLC	Disposable single use beverage package	9527661
LBP Manufacturing LLC	Food tray	9505516
LBP Manufacturing LLC	Dual compartment food tray	9309023
LBP Manufacturing LLC	Food tray	9216837
LBP Manufacturing LLC	Food tray	9211970
LBP Manufacturing LLC	Disposable single use beverage package	9108794
LBP Manufacturing LLC	Thermally activatable insulating packaging	9056712
LBP Manufacturing LLC	Carrier capable of hanging from a side of a container	9051102
LBP Manufacturing LLC	Cup lid with flip-back closure member	D721584
LBP Manufacturing LLC	Sleeve for a container	8870018
LBP Manufacturing LLC	Carton with tamper evident prize information feature	8820617
LBP Manufacturing LLC	Beverage container	8627999
LBP Manufacturing LLC	Process of expediting activation of heat-expandable adhesives/coatings used in making packaging substrates	8529723
LBP Manufacturing LLC	Container sleeve	8424712
LBP Manufacturing LLC	Bulk container assembly	8056763
LBP Manufacturing LLC	Portable food dispenser	8015780

Registered Owner (Loan Party)	Patent Title	Registration Number
LBP Manufacturing LLC	Cup sleeve	D634589
LBP Manufacturing LLC	Container sleeve	D634588
LBP Manufacturing LLC	Food tray	D631743
LBP Manufacturing LLC	Food tray	D631742
LBP Manufacturing LLC	Food tray	D631741
LBP Manufacturing LLC	Food tray	D630508
LBP Manufacturing LLC	Bulk container assembly	7770756
LBP Manufacturing LLC	Carrier capable of hanging from a back of a container	7740139
LBP Manufacturing LLC	Carrier capable of hanging from a side of a container	7735640
LBP Manufacturing LLC	Filling device for use with a container	7721774
LBP Manufacturing LLC	Protective sleeve	D611772
LBP Manufacturing LLC	Protective sleeve	D594708
LBP Manufacturing LLC	Protective sleeve	D594707
LBP Manufacturing LLC	Portable food dispenser	7325718
LBP Manufacturing LLC	Protective sleeve	D543844
LBP Manufacturing LLC	Beverage container holder	6863644
LBP Manufacturing LLC	Bulk container assembly	6736289
LBP Manufacturing LLC	Disposable single use beverage package	9743798
LBP Manufacturing LLC	Bulk container assembly	7150377

Registered Owner (Loan Party)	Patent Title	Registration Number
LBP Manufacturing LLC	Machine for and method of securing a lining bag at precise locations on the inner surface of a container blank	7066869
LBP Manufacturing LLC	Disposable cup with wave rib	D675091
LBP Manufacturing LLC	Disposable cup with straight rib	D675090
LBP Manufacturing LLC	Insulating packaging	9522772
LBP Manufacturing LLC	Beverage container	D772054
LBP Manufacturing LLC	Sealed beverage basket and method of making	9452879
LBP Manufacturing LLC	Clamshell carton with tear strip	9233515
LBP Manufacturing LLC	Disposable cup with curved rib	D675089

**Exclusive Patent Licenses** 

None.

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**RECORDED: 12/12/2019**