

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5919980

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
PRETIUM PACKAGING, L.L.C.	01/15/2020
BRENT RIVER CORP.	01/15/2020
INTERTECH CORPORATION	01/15/2020
TRI-PACK ENTERPRISES INC.	01/15/2020

RECEIVING PARTY DATA

Name:	KKR LOAN ADMINISTRATION SERVICES LLC, AS COLLATERAL AGENT
Street Address:	555 CALIFORNIA STREET, 50TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94104

PROPERTY NUMBERS Total: 44

Property Type	Number
Patent Number:	D518725
Patent Number:	D531904
Patent Number:	D607743
Patent Number:	D608211
Patent Number:	D619012
Patent Number:	D663624
Patent Number:	D639173
Patent Number:	D639172
Patent Number:	9789997
Patent Number:	9193495
Patent Number:	D701769
Patent Number:	D721278
Patent Number:	D680005
Patent Number:	D722883
Patent Number:	D722884
Patent Number:	D735581
Patent Number:	D697408

PATENT

Property Type	Number
Patent Number:	D717662
Patent Number:	D764922
Patent Number:	D805393
Patent Number:	9555575
Patent Number:	D847653
Patent Number:	D846992
Patent Number:	D864726
Patent Number:	D859994
Patent Number:	6488187
Patent Number:	6422550
Patent Number:	D513475
Patent Number:	D531507
Patent Number:	D528915
Patent Number:	D539661
Patent Number:	D595580
Patent Number:	D608644
Patent Number:	D643292
Patent Number:	9313534
Patent Number:	D663211
Application Number:	29640798
Application Number:	29687965
Application Number:	29690010
Application Number:	29697530
Application Number:	29697535
Application Number:	16158643
Application Number:	62915233
Application Number:	16122422

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: CHRISTINE SLATTERY

Address Line 1: PROSKAUER ROSE LLP

Address Line 2: ONE INTERNATIONAL PLACE, 23RD FLOOR

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 43082 / 094

NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	01/21/2020
Total Attachments: 7 source=Pretium Patent Security Agreement#page1.tif source=Pretium Patent Security Agreement#page2.tif source=Pretium Patent Security Agreement#page3.tif source=Pretium Patent Security Agreement#page4.tif source=Pretium Patent Security Agreement#page5.tif source=Pretium Patent Security Agreement#page6.tif source=Pretium Patent Security Agreement#page7.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of January 15, 2020 (this "Patent Security Agreement"), made by each of the undersigned (each a "Grantor", and collectively, the "Grantors"), in favor of KKR LOAN ADMINISTRATION SERVICES LLC ("KLAS"), as Collateral Agent (as defined in the Security Agreement referred to below).

WHEREAS, reference is made to the Credit Agreement, dated as of January 15, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among POSEIDON MERGERCO, INC., a Delaware corporation (the "Initial Borrower"), GS PRETIUM HOLDINGS, INC., a Delaware corporation ("Company", and as the surviving entity after giving effect to the Closing Date Acquisition, the "Parent Borrower"), POSEIDON INVESTMENT INTERMEDIATE, INC., a Delaware corporation ("Holdings"), KLAS, as Administrative Agent and Collateral Agent, the other Borrowers and Guarantors party thereto from time to time, each Lender party thereto from time to time and WELLS FARGO BANK, NATIONAL ASSOCIATION, as ABL Agent.

WHEREAS, the Grantors are party to the Security Agreement, dated as of January 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Initial Borrower, the Parent Borrower, Holdings, the other Grantors from time to time party thereto and the Collateral Agent for the benefit of the Secured Parties pursuant to which each Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patents. As security for the payment in full in cash or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the Owned Patents included in the Collateral (the "Patent Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of, any of the Patent Collateral, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located.

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 the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Patent Collateral 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. Counterparts. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of each Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and its permitted successors and permitted assigns. This Patent Security Agreement is a Loan Document.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Patent Collateral under this Patent Security Agreement.

[Signature Pages Follow]

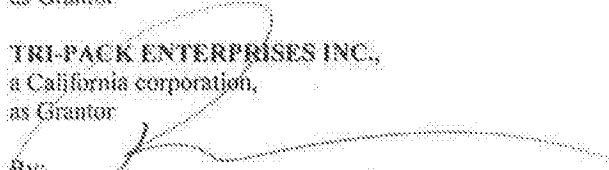
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BRENT RIVER CORP.,
a Delaware corporation,
as Grantor

INTERTECH CORPORATION,
a North Carolina corporation,
as Grantor

PRETIUM PACKAGING, L.L.C.,
a Delaware limited liability company,
as Grantor

TRI-PACK ENTERPRISES INC.,
a California corporation,
as Grantor

By: 
Name: Paul Kayser
Title: President

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

KKR LOAN ADMINISTRATION SERVICES LLC,
as Collateral Agent

By: John Knox

Name: John Knox

Title: Authorized Signatory

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patent Registrations and Patent Applications

U.S. Patent Registrations

Assignee/Owner	App. No.	App. Date	Reg. No.	Reg. Date
Pretium Packaging, L.L.C.	29/202,277	29-Mar-2004	D518725	11-Apr-2006
Pretium Packaging, L.L.C.	29/225,920	22-Mar-2005	D531904	14-Nov-2006
Pretium Packaging, L.L.C.	29/302,426	16-Jan-2008	D607743	12-Jan-2010
Pretium Packaging, L.L.C.	29/302,428	16-Jan-2008	D608211	19-Jan-2010
Pretium Packaging, L.L.C.	29/338,581	15-Jun-2009	D619012	6-Jul-2010
Pretium Packaging, L.L.C.	29/339,356	29-Jun-2009	D663624	17-Jul-2012
Pretium Packaging, L.L.C.	29/345,073	8-Oct-2009	D639173	7-Jun-2011
Pretium Packaging, L.L.C.	29/354,242	21-Jan-2010	D639172	7-Jun-2011
Pretium Packaging, L.L.C.	13/087,883	15-Apr-2011	9789997	17-Oct-2017
Pretium Packaging, L.L.C.	13/340,263	29-Dec-2011	9193495	24-Nov-2015
Pretium Packaging, L.L.C.	29/391,650	11-May-2011	D701769	1-Apr-2014
Pretium Packaging, L.L.C.	29/407,196	23-Nov-2011	D721278	20-Jan-2015
Pretium Packaging, L.L.C.	29/407,202	23-Nov-2011	D680005	16-Apr-2013
Pretium Packaging, L.L.C.	29/413,409	15-Feb-2012	D722883	24-Feb-2015
Pretium Packaging, L.L.C.	29/413,411	15-Feb-2012	D722884	24-Feb-2015
Pretium Packaging, L.L.C.	29/439,684	13-Dec-2012	D735581	4-Aug-2015

Pretium Packaging, L.L.C.	29/444,129	25-Jan-2013	D697408	14-Jan-2014
Pretium Packaging, L.L.C.	29/470,554	22-Oct-2013	D717662	18-Nov-2014
Pretium Packaging, L.L.C.	29/534,680	30-Jul-2015	D764922	30-Aug-2016
Pretium Packaging, L.L.C.	29/544,667	5-Nov-2015	D805393	19-Dec-2017
Pretium Packaging, L.L.C.	14/879,846	9-Oct-2015	9555575	31-Jan-2017
Pretium Packaging, L.L.C.	29/623,132	23-Oct-2017	D847653	7-May-2019
Pretium Packaging, L.L.C.	29/623,137	23-Oct-2017	D846992	30-Apr-2019
Pretium Packaging, L.L.C.	16/122,422	5-Sep-2018	20190009450	10-Jan-2019
Pretium Packaging, L.L.C.	US29/619178	2017-09-27	D864726	29-Oct-2019
Pretium Packaging, L.L.C.	US29/623131	2017-10-23	D859994	17-SEP-2019
Brent River Corp.	09/741253	21-Dec-2000	6488187	3-Dec-2002
Intertech Corporation	09/893289	27-Jun-2001	6422550	23-Jul-2002
Brent River Corp.	29/169063	15-Oct-2002	D513475	10-Jan-2006
Brent River Corp.	29/169064	15-Oct-2002	D531507	7-Nov-2006
Brent River Corp.	29/169065	15-Oct-2002	D528915	26-Sep-2006
Pretium Packaging, L.L.C.	29/233,988	12-Jul-2005	D539661	3-Apr-2007
Tri-Pack Enterprises Inc.	29/327,890	14-Nov-2008	D595580	7-Jul-2009
Tri-Pack Enterprises Inc.	29/339,694	6-Jul-2009	D608644	26-Jan-2010
Tri-Pack Enterprises Inc.	29/342,784	1-Sep-2009	D643292	16-Aug-2011
Intertech Corporation	13/992,220	7-Dec-2010	9313534	12-Apr-2016
Tri-Pack Enterprises Inc.	29/399,460	15-Aug-2011	D663211	10-Jul-2012

U.S. Patent Applications

Assignee/Owner	App. No.	App. Date
Pretium Packaging, L.L.C.	US29/640798	2018-03-16
Pretium Packaging, L.L.C.	US29/687965	2019-04-17
Pretium Packaging, L.L.C.	US29/690010	2019-05-03
Pretium Packaging, L.L.C.	US29/697530	2019-07-09
Pretium Packaging, L.L.C.	US29/697535	2019-07-09
Pretium Packaging, L.L.C.	US16/158643	2018-10-12
Pretium Packaging, L.L.C.	62/915,233	15-Oct-2019