

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5914408

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST (FIRST LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
ANTARES CAPITAL LP, AS AGENT	01/15/2020
RECEIVING PARTY DATA	
Name:	PRETIUM PACKAGING, L.L.C.
Street Address:	15450 SOUTH OUTER FORTY DRIVE
Internal Address:	SUITE 120
City:	CHESTERFIELD
State/Country:	MISSOURI
Postal Code:	63017
Name:	TRI-PACK ENTERPRISES, INC.
Street Address:	946 S ANDREASEN DRIVE
City:	ESCONDIDO
State/Country:	CALIFORNIA
Postal Code:	92029
Name:	PVC CONTAINER CORPORATION
Street Address:	15450 SOUTH OUTER FORTY DRIVE
Internal Address:	SUITE 120
City:	CHESTERFIELD
State/Country:	MISSOURI
Postal Code:	63017
Name:	BRENT RIVER PACKAGING CORPORATION
Street Address:	15450 SOUTH OUTER FORTY DRIVE
Internal Address:	SUITE 120
City:	CHESTERFIELD
State/Country:	MISSOURI
Postal Code:	63017
Name:	INTERTECH CORPORATION
Street Address:	3240 NORTH O'HENRY BOULEVARD
City:	GREENSBORO
State/Country:	NORTH CAROLINA
Postal Code:	27405

PATENT

PROPERTY NUMBERS Total: 35

Property Type	Number
Patent Number:	D595580
Patent Number:	D643292
Patent Number:	D608644
Patent Number:	D663211
Patent Number:	D539661
Patent Number:	D510872
Patent Number:	D531904
Patent Number:	D607743
Patent Number:	D608211
Patent Number:	D619012
Patent Number:	D639172
Patent Number:	D639173
Patent Number:	D663624
Patent Number:	D680005
Patent Number:	D697408
Patent Number:	D701769
Patent Number:	D518725
Patent Number:	D721278
Patent Number:	D722883
Patent Number:	D722884
Patent Number:	D735581
Patent Number:	D717662
Patent Number:	D764922
Patent Number:	9193495
Patent Number:	D531507
Patent Number:	D528915
Patent Number:	D513475
Patent Number:	7913868
Patent Number:	6488187
Patent Number:	6193116
Patent Number:	6422550
Patent Number:	9313534
Patent Number:	6279383
Application Number:	13087883
Application Number:	14879846

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: DUSAN CLARK, ESQ.

Address Line 1: SIDLEY AUSTIN LLP

Address Line 2: 2021 MCKINNEY AVE., SUITE 2000

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	65241-30250
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NAME OF SUBMITTER:	DUSAN CLARK
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	01/16/2020
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Total Attachments: 5

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TERMINATION AND RELEASE OF
PATENT SECURITY AGREEMENT

This TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT (“Termination and Release”), dated as of January 15, 2020, is made by ANTARES CAPITAL LP, as administrative agent (the “Agent”) in favor of PRETIUM PACKAGING, L.L.C., a Delaware limited liability company (the “Borrower”), TRI-PACK ENTERPRISES, INC., a California corporation (“Tri-Pack”), PVC CONTAINER CORPORATION, a Delaware corporation (“PVC”), BRENT RIVER PACKAGING CORPORATION, a Delaware corporation (“Brent River”), and INTERTECH CORPORATION, a North Carolina corporation (“Intertech” and together with Borrower, Tri-Pack, PVC and Brent River, the “Grantors”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the First Lien Pledge and Security Agreement (as defined below), the First Lien Credit Agreement (as defined in the First Lien Pledge and Security Agreement) or the Patent Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of November 14, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “First Lien Pledge and Security Agreement”), the Grantors executed a Patent Security Agreement, dated as of November 14, 2016 (the “Patent Security Agreement”), by and among the Grantors, the other grantors from time to time party thereto and the Agent, which was recorded in the United States Patent and Trademark Office at Patent Reel 040614, Frame 0827, pursuant to which the Grantors granted a security interest to the Agent, for the benefit of the Secured Parties, in the Patent Collateral, including the patent registrations and patent applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantors have satisfied in full its obligations under the First Lien Credit Agreement, the First Lien Pledge and Security Agreement and the Patent Security Agreement and requests a release of the security interest in the Patent Collateral granted thereunder; and

WHEREAS, the Agent now desires to terminate the Patent Security Agreement and terminate and release its security interest in the Patent Collateral, including the patent registrations and patent applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to Grantors, in each case, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Patent Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of Grantors’ right, title and interest in and to the Patent Collateral, including those patent registrations and patent applications set forth on Schedule A.

2. The Agent hereby assigns, grants and conveys to the Grantors, without any representation, warranty, recourse or undertaking by the Agent, any and all of the Agent's right, title, and interest in and to the Patent Collateral, including those patent registrations and patent applications set forth on Schedule A.

3. The Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Agent's security interest contemplated hereby.

4. The Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

5. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ANTARES CAPITAL LP, as Agent

By: Adam Chalmers
Name: Adam Chalmers
Its: Duly Authorized Signatory

SCHEDULE A
TO
TERMINATION AND RELEASE OF
PATENT SECURITY AGREEMENT

PATENTS

Owner	Patent Title	Patent Number
Tri-Pack Enterprises, Inc. DBA Custom Blow Molding	Container with External Recess	D595580
Tri-Pack Enterprises, Inc. DBA Custom Blow Molding	Container Recess	D643292
Tri-Pack Enterprises, Inc. DBA Custom Blow Molding	Container with External Recess	D608644
Tri-Pack Enterprises Inc., DBA Custom Blow Molding	Container Recess	D663211
Pretium Packaging, L.L.C.	Container	D539661
PVC Container Corporation	Universal Container For Chemical Transportation	D510872
Pretium Packaging, L.L.C.	Curved Bottle	D531904
Pretium Packaging L.L.C.	Container	D607743
Pretium Packaging L.L.C.	Container	D608211
Pretium Packaging, L.L.C.	Container	D619012
Pretium Packaging, L.L.C.	Container	D639172
Pretium Packaging, L.L.C.	Container	D639173
Pretium Packaging, L.L.C.	Container	D663624
Pretium Packaging, L.L.C.	Container	D680005
Pretium Packaging, L.L.C.	Container	D697408
Pretium Packaging, L.L.C.	Container	D701769
Pretium Packaging L.L.C.	Container	D518725

Owner	Patent Title	Patent Number
Pretium Packaging, L.L.C.	Container	D721278
Pretium Packaging, L.L.C.	Container	D722883
Pretium Packaging, L.L.C.	Container	D722884
Pretium Packaging, L.L.C.	Container	D735581
Pretium Packaging, L.L.C.	Container in the Shape of a Rabbit	D717662
Pretium Packaging, L.L.C.	Container	D764922
Pretium Packaging, L.L.C.	Blow Mold Tool with Retractable Base Portion	9193495
Brent River Packaging Corporation	Spice bottle	D531507
Brent River Packaging Corporation	Spice bottle	D528915
Brent River Packaging Corporation	Spice bottle	D513475
Brent River Packaging Corporation	Triple-flap container closure	7913868
Brent River Packaging Corporation	Sifter dispensing cap and base	6488187
Brent River Packaging Corporation	Sifter cap for continuous thread containers	6193116
Intertech Corporation (IL)	Extending Clamp	6422550
Intertech Corp. (NE)	Efficient Authorization System for Multi-Channel Broadcast Program Options	9313534
Intertech Corporation (IL)	Method and Apparatus for Detecting Leakage	6279383

PATENT APPLICATIONS

Owner	Patent Title	Patent Application Number
Pretium Packaging, L.L.C.	Stackable Container	13/087883
Pretium Packaging, L.L.C.	Blow Mold Tool With Retractable Base Portion	14/879846