

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5927843

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
GATEWAY PLASTICS, INC.	01/24/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	BMO HARRIS BANK N.A.
<b>Street Address:</b>	770 N WATER STREET
<b>City:</b>	MILWAUKEE
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202

**PROPERTY NUMBERS Total: 54**

Property Type	Number
Patent Number:	5971231
Patent Number:	6250517
Patent Number:	6308870
Patent Number:	6691901
Patent Number:	D513452
Patent Number:	D509426
Patent Number:	D530610
Patent Number:	6460718
Patent Number:	6464113
Patent Number:	7134575
Patent Number:	7007830
Patent Number:	7258255
Patent Number:	D536613
Patent Number:	D532691
Patent Number:	D532298
Patent Number:	D533452
Patent Number:	7743951
Patent Number:	8100303
Patent Number:	D541152
Patent Number:	D596029

PATENT

Property Type	Number
Patent Number:	7938286
Patent Number:	D550557
Patent Number:	D552989
Patent Number:	D552990
Patent Number:	8066158
Patent Number:	7909212
Patent Number:	D582271
Patent Number:	D582274
Patent Number:	D582273
Patent Number:	8556137
Patent Number:	8308031
Patent Number:	8646648
Patent Number:	8955705
Patent Number:	D679181
Patent Number:	D707555
Patent Number:	8899437
Patent Number:	D703537
Patent Number:	D714144
Patent Number:	9272824
Patent Number:	9669964
Patent Number:	D740661
Patent Number:	D839726
Patent Number:	9731870
Patent Number:	9475623
Patent Number:	9868572
Application Number:	15645405
Application Number:	15819999
Application Number:	15818210
Application Number:	15823071
Application Number:	29669019
Application Number:	16216337
Application Number:	16384398
Application Number:	16407611
Application Number:	16530414

**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.*

**PATENT**

**REEL: 051692 FRAME: 0950**

**Phone:** 414-277-5407  
**Email:** andrew.dupree@quarles.com  
**Correspondent Name:** ANDY C DUPREE  
**Address Line 1:** 411 EAST WISCONSIN AVENUE  
**Address Line 4:** MILWAUKEE, WISCONSIN 53202

**ATTORNEY DOCKET NUMBER:** 630027.00729

**NAME OF SUBMITTER:** ANDREW DUPREE

**SIGNATURE:** /Andrew Dupree/

**DATE SIGNED:** 01/24/2020

This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 7**

source=Gateway Plastics 20 Patent Security Agreement Executed#page1.tif  
source=Gateway Plastics 20 Patent Security Agreement Executed#page2.tif  
source=Gateway Plastics 20 Patent Security Agreement Executed#page3.tif  
source=Gateway Plastics 20 Patent Security Agreement Executed#page4.tif  
source=Gateway Plastics 20 Patent Security Agreement Executed#page5.tif  
source=Gateway Plastics 20 Patent Security Agreement Executed#page6.tif  
source=Gateway Plastics 20 Patent Security Agreement Executed#page7.tif

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "*Agreement*"), dated as of January 24, 2020, is made by GATEWAY PLASTICS, INC., a Wisconsin corporation ("*Grantor*"), with its principal place of business and mailing address at 5650 W County Line Rd., Mequon, WI 53092-4751, in favor of BMO HARRIS BANK N.A., a national banking association ("*Bank*"), with its mailing address at 770 N Water Street, Milwaukee, WI 53202, and its successors and assigns.

### PRELIMINARY STATEMENTS

A. Grantor and Bank are parties to that certain Credit Agreement dated as of January 24, 2020 (as amended or modified from time to time, including amendments and restatements thereof in its entirety the "*Credit Agreement*"), pursuant to which Bank has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Grantor.

B. As a condition to the execution and delivery of the Credit Agreement, Bank has required, among other things, that the Grantor grant to Bank, for the benefit of itself and as representative for the benefit of its affiliates (Bank, together with such affiliates and other holders being referred to collectively in the Security Agreement described below, the "*Secured Creditors*") a lien on and security interest in the personal property of such Grantor.

C. The Grantor and Bank (for the benefit of the Secured Creditors) are parties to a Security Agreement dated as of January 24, 2020 (as amended or modified from time to time, including amendments and restatements thereof in its entirety, the "*Security Agreement*"), pursuant to which Grantor has granted a lien on and security interest in its personal property as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Credit Agreement and to make the extensions of credit to the Grantor contemplated thereunder, the parties agree as follows:

1. *Grant of Security Interest.* Grantor hereby grants to Bank for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Patent Collateral*"):

(i) all of its patents and patent applications, including, without limitation, each patent and patent application listed on Schedule A hereto, and all renewals and extensions of the foregoing; and

(ii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future

infringement of any patent or patent application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Grantor as set out in and defined in the Security Agreement.

2. *Terms of Security Agreement Incorporated by Reference.* The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Bank 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 of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

3. *Grantor Remains Liable.* Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its patents and patent applications subject to a security interest hereunder.

4. *Counterparts.* This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. *Governing Law.* This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Wisconsin.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**GATEWAY PLASTICS, INC.,**  
as Grantor

By William C. Vogel  
Name: William C. Vogel  
Title: President

Agreed and Accepted as of the date first set forth above:

**BMO HARRIS BANK N.A.,**  
as Bank

By: 

Name: Rick Binzak

Title: Senior Vice President

Signature Page to  
Patent Security Agreement

**PATENT**  
**REEL: 051692 FRAME: 0955**

**SCHEDULE A**

<b>Title</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Status</b>
INTEGRALLY-FORMED CONTAINER	USA	08/959399	10/28/1997	5971231	10/26/1999	Granted
INTEGRALLY-FORMED CONTAINER	USA	09/374976	8/16/1999	6250517	6/26/2001	Granted
APPARATUS FOR COVERING A CONTAINER	USA	09/840564	4/23/2001	6308870	10/30/2001	Granted
CLOSURE FOR A CONTAINER	USA	10/020581	12/14/2001	6691901	2/17/2004	Granted
CLOSURE FOR A CONTAINER	USA	29/168190	9/27/2002	D513452	1/10/2006	Granted
INTEGRALLY-FORMED CLOSURE FOR A CONTAINER	USA	29/170214	11/1/2002	D509426	9/13/2005	Granted
INTEGRALLY-FORMED CLOSURE FOR A CONTAINER	USA	29/170146	11/1/2002	D530610	10/24/2006	Granted
CONTAINER WITH A THREADED CAP HAVING A STEPPED SEALING RING WITH A PLURALITY OF NARROW SEALING SURFACES	USA	09/663874	9/15/2000	6460718	10/8/2002	Granted
CONTAINER WITH A THREADED CAP HAVING A SPRING-LOADED SELF-CLOSING COVER	USA	09/728654	12/1/2000	6464113	10/15/2002	Granted
CLOSURE FOR A CONTAINER	USA	10/740176	12/18/2003	7134575	11/14/2006	Granted
CLOSURE FOR A CONTAINER	USA	10/751709	1/5/2004	7007830	3/7/2006	Granted
CLOSURE FOR A CONTAINER	USA	10/764819	1/26/2004	7258255	8/21/2007	Granted
CLOSURE FOR A CONTAINER	USA	29/208987	7/7/2004	D536613	2/13/2007	Granted
CLOSURE FOR A CONTAINER	USA	29/217725	11/20/2004	D532691	11/28/2006	Granted
CLOSURE FOR A CONTAINER	USA	29/217726	11/20/2004	D532298	11/21/2006	Granted
CLOSURE FOR A CONTAINER	USA	29/217727	11/20/2004	D533452	12/12/2006	Granted
CONTAINER	USA	11/177232	7/8/2005	7743951	6/29/2010	Granted
CLOSURE FOR A CONTAINER	USA	11/317649	12/23/2005	8100303	1/24/2012	Granted
INTEGRALLY-FORMED CLOSURE FOR A CONTAINER	USA	29/243179	11/21/2005	D541152	4/24/2007	Granted



CLOSURE FOR A CONTAINER	USA	29/312897	8/1/2008	D596029	7/14/2009	Granted
CONTAINER SYSTEM	USA	11/706848	2/13/2007	7938286	5/10/2011	Granted
CLOSURE FOR A CONTAINER	USA	29/269221	11/21/2006	D550557	9/11/2007	Granted
CLOSURE FOR A CONTAINER	USA	29/269308	11/28/2006	D552989	10/16/2007	Granted
CLOSURE FOR A CONTAINER	USA	29/269983	12/12/2006	D552990	10/16/2007	Granted
CLOSURE FOR A CONTAINER	USA	11/661880	9/3/2005	8066158	11/29/2011	Granted
CLOSURE FOR A CONTAINER	USA	11/799737	5/2/2007	7909212	3/22/2011	Granted
CLOSURE FOR A CONTAINER	USA	29/284566	9/11/2007	D582271	12/9/2008	Granted
CLOSURE FOR A CONTAINER	USA	29/295877	10/9/2007	D582274	12/9/2008	Granted
CLOSURE FOR A CONTAINER	USA	29/295876	10/9/2007	D582273	12/9/2008	Granted
CLOSURE FOR A CONTAINER	USA	12/391121	2/23/2009	8556137	10/15/2013	Granted
CONTAINER	USA	12/824962	6/28/2010	8308031	11/13/2012	Granted
CONTAINER SYSTEM	USA	13/102906	5/6/2011	8646648	2/11/2014	Granted
CLOSURE FOR A CONTAINER	USA	13/429747	3/26/2012	8955705	2/17/2015	Granted
CLOSURE FOR A CONTAINER	USA	29/416677	3/26/2012	D679181	4/2/2013	Granted
CLOSURE WITH INTEGRATED DOSAGE CUP	USA	29/411478	1/20/2012	D707555	6/24/2014	Granted
CLOSURE WITH INTEGRATED DOSAGE CUP	USA	13/741992	1/15/2013	8899437	12/2/2014	Granted
NESTABLE SHALLOW CONTAINER	USA	29/450669	3/20/2013	D703537	4/29/2014	Granted
CLOSURE FOR A CONTAINER	USA	29/446001	2/19/2013	D714144	9/30/2014	Granted
FLEX HINGE CLOSURE WITH DRAIN-BACK CHANNEL	USA	14/169907	1/31/2014	9272824	3/1/2016	Granted
CONTAINER WITH SHELF AND SCOOP INSERT	USA	14/245771	4/4/2014	9669964	6/6/2017	Granted
CLOSURE WITH INTEGRATED DOSAGE CUP	USA	29/490575	5/12/2014	D740661	10/13/2015	Granted
RETORT CLOSURE	USA	29/515368	1/22/2015	D839726	2/5/2019	Granted
RETORT CLOSURE FOR A CONTAINER	USA	14/602532	1/22/2015	9731870	8/15/2017	Granted
CLOSURE FOR A CONTAINER	USA	14/588733	1/2/2015	9475623	10/25/2016	Granted
CLOSURE FOR A CONTAINER	USA	15/257435	9/6/2016	9868572	1/16/2018	Granted

RETORT CLOSURE FOR A CONTAINER	USA	15/645405	7/10/2017	N/A	N/A	Pending
MULTI-LAYER INJECTION MOLDED CONTAINER	USA	15/819999	11/21/2017	N/A	N/A	Pending
CONTAINER WITH EXPANSION PANEL	USA	15/818210	11/20/2017	N/A	N/A	Pending
VALVE FOR A DISPENSING CONTAINER	USA	15/823071	11/27/2017	N/A	N/A	Pending
CAP	USA	29/669019	11/5/2018	N/A	N/A	Pending
FILTER DISC FOR A BEVERAGE POD	USA	16/216337	12/11/2018	N/A	N/A	Pending
CONTAINER WITH REINFORCED BOTTOM	USA	16/384398	4/15/2019	N/A	N/A	Pending
FILTER DISC FOR A BEVERAGE POD	USA	16/407611	5/9/2019	N/A	N/A	Pending
SPOUT FITMENT AND CAP	USA	16/530414	8/2/2019	N/A	N/A	Pending