

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5954192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PACKAGING EQUITY HOLDINGS, LLC	02/07/2020
REPLANET PACKAGING, LLC	02/07/2020
PENNY PLATE, LLC	02/07/2020
RECEIVING PARTY DATA	
Name:	SIENA LENDING GROUP LLC
Street Address:	9 W BROAD STREET
Internal Address:	5TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06902
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8091732
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<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>	
Phone:	2155695619
Email:	pecsenye@blankrome.com
Correspondent Name:	TIMOTHY D. PECSENYE (140690-01089 ND)
Address Line 1:	ONE LOGAN SQUARE
Address Line 2:	8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	140690-01089
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	02/10/2020
Total Attachments: 8	
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AMENDED AND RESTATED, CONSOLIDATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED, CONSOLIDATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of February 7, 2020 by PACKAGING EQUITY HOLDINGS, LLC, a Delaware limited liability company ("**Holdings**"), REPLANET PACKAGING, LLC, a Delaware limited liability company ("**Packaging**"), and PENNY PLATE, LLC, a Delaware limited liability company ("**Penny**") and together with Packaging and Holdings and any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the "**Grantors**" and each individually, a "**Grantor**") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"):

W I T N E S S E T H

WHEREAS, Penny, REPLANET HOLDINGS, INC., a Delaware corporation, as parent ("**Replanet**"), REPLANET FINANCING, LLC, a Delaware limited liability company ("**Financing**"), REPLANET HOLDINGS, LLC, a Delaware limited liability company ("**Replanet LLC**"), REPLANET PACKAGING, LLC, a Delaware limited liability company ("**Packaging**"), and ABSOLUTE PLASTICS, LLC, a Delaware limited liability company ("**Absolute**"; together with Penny, Financing, Replanet LLC, Packaging and Absolute, collectively "**Borrowers**" and individually a "**Borrower**"), the lenders party thereto as "Lenders" (the "**Existing Lenders**"), and Wells Fargo Bank, National Association, as agent for the Existing Lenders (the "**Existing Agent**") are parties to that certain Credit Agreement (as amended or otherwise modified through the date hereof, the "**Original Credit Agreement**"), dated as of October 19, 2016;

WHEREAS, pursuant to such Original Credit Agreement, Grantor has entered into each of (i) that certain Guaranty and Security Agreement (the "**Original Guaranty**"), dated as of October 19, 2016, by and among the Grantors and certain affiliates of the Grantors, (ii) that certain Trademark Security Agreement (the "**Original Trademark Agreement**"), dated as of October 19, 2016, by and among the Replanet, Penny and Absolute, and (iii) that certain Patent Security Agreement (the "**Original Patent Agreement**"), dated as of October 19, 2016, by Absolute, in each case, in favor of Existing Agent on behalf of itself and Existing Lenders;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement (the "**Assignment Agreement**"), dated as of the date hereof, among the Loan Parties, the Existing Agent, Existing Lenders and the Lender, each of the Existing Agent and Existing Lender has assigned all of its right, title and interest as "Agent" and "Lender", as applicable, under the Original Credit Agreement and the other Loan Documents to Lender, as applicable;

WHEREAS, in connection with the execution and delivery of such Assignment and Assumption Agreement, Holdings acquired certain of the assets and liabilities of Replanet, and Holdings, Penny, Packaging, the other Loan Parties part thereto, and Lender agreed to enter into that certain Amended and Restated Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "**Loan Agreement**") providing for the extensions of credit to be made to the Borrowers by Lender; and

WHEREAS, in connection with the execution and delivery of such Loan Agreement, each Grantor has agreed and reaffirmed the security interest granted by it pursuant to the Original Credit Agreement in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof and the intellectual property described below, together with the goodwill of

the business symbolized by such intellectual property and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender, and hereby reaffirms its prior grant of, a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor and material to the business of such Grantor as of the date hereof.

4. [Reserved].

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE

FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.10 of the Loan Agreement.

8. This Agreement amends and restates, but does not extinguish the obligations evidenced by, and is not a novation of, (i) the Original Guaranty Agreement, (ii) the Original Trademark Agreement, and (iii) the Original Patent Agreement, each as assigned by Wells Fargo Bank, NA, to Lender pursuant to the Assignment Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Each Grantor has duly executed this Agreement as of the date first written above.

PACKAGING EQUITY HOLDINGS, LLC

By: Michael Leraris
Name: Michael Leraris
Title: Secretary

PENNY PLATE, LLC

By: Michael Leraris
Name: Michael Leraris
Title: Vice President

REPLANET PACKAGING, LLC

By: Michael Leraris
Name: Michael Leraris
Title: Vice President

[Signature page to A&R, Consolidated Intellectual Property Security Agreement (rePlanet)]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: 

Name: James Persico

Title: Authorized Signatory

By: 

Name: Steven Sanicola

Title: Authorized Signatory

[Signature page to A&R, Consolidated Intellectual Property Security Agreement (rePlanet)]

SCHEDULE 1

INTELLECTUAL PROPERTY LICENSES

Licenses given pursuant to that certain License Agreement, dated as of June 1, 2016 by and among rePlanet Holdings, Inc. and rePlanet, LLC, rePlanet Holdings, LLC, rePlanet Plastic Recycling, LLC, Penny Plate, LLC, Absolute Plastics, LLC, CAW Holdings, LLC, Contain-A- Way, Inc. and ECO2 Plastics, Inc., all of which have been assigned to Packaging Equity Holdings, LLC.

PATENTS

<u>PATENT</u>	<u>REG. NO./SER. NO.</u>	<u>REG. DT.</u>	<u>OWNER/GRANTOR</u>
PLASTIC FOOD CONTAINER WITH LEVERAGED, CONICAL, AREA SEAL	8091732	1/10/2012	Packaging Equity Holdings, LLC

TRADEMARKS

<u>MARK</u>	<u>REG. NO./SER. NO.</u>	<u>REG. DT.</u>	<u>OWNER/GRANTOR</u>
Serving Today . . . Preserving Tomorrow	4161744	6/19/2012	Packaging Equity Holdings, LLC
Penny Plate	3983182	6/28/2011	Packaging Equity Holdings, LLC
ALFOIL	0836502	10/10/1967	Packaging Equity Holdings, LLC
ELUMICOAT	87291787	Application Filed 1/6/2017	Packaging Equity Holdings, LLC
replanet	4320506	4/16/2013	Packaging Equity Holdings, LLC
[Design mark]	2685819	2/11/2013	Packaging Equity Holdings, LLC
Do More Than Recycle. Replanet.	2636403	10/15/2002	Packaging Equity Holdings, LLC
IT PAYS TO RECYCLE	86.558,616	3/10/2015	Packaging Equity Holdings, LLC
Create Real Value	86539832	2/19/2015	Packaging Equity Holdings, LLC
Creating Real Value	86539870	2/19/015	Packaging Equity Holdings, LLC
rePlanet Every Bottle Counts	86544411	2/24/2015	Packaging Equity Holdings, LLC
Get Redeemed	5601557	11/16/2018	Packaging Equity Holdings, LLC
Earn. Redeem. Give.	5612137	11/20/2018	Packaging Equity Holdings, LLC
Every Bottle Counts	5612146	11/20/2018	Packaging Equity Holdings, LLC
Do More Than Recycle	5649464	01/08/2019	Packaging Equity Holdings, LLC

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