

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5999332

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
IPG, INC.	03/05/2020
RECEIVING PARTY DATA	
Name:	KAYNE SENIOR CREDIT IV LOANCO, LLC
Street Address:	655 MADISON AVENUE
Internal Address:	18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D777029
CORRESPONDENCE DATA	
Fax Number:	(312)706-9000
<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:	312-701-8209
Email:	mmthomas@mayerbrown.com, mdecember@mayerbrown.com
Correspondent Name:	MADELAINE M. THOMAS
Address Line 1:	P.O. BOX 2828
Address Line 4:	CHICAGO, ILLINOIS 60690-2828
ATTORNEY DOCKET NUMBER:	20642378
NAME OF SUBMITTER:	MADELAINE M. THOMAS
SIGNATURE:	/Madelaine M. Thomas/
DATE SIGNED:	03/05/2020
Total Attachments: 3	
source=Kayne.InnoPak - Patent Security Agreement (IPG)#page1.tif	
source=Kayne.InnoPak - Patent Security Agreement (IPG)#page2.tif	
source=Kayne.InnoPak - Patent Security Agreement (IPG)#page3.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 5, 2020 (this "Patent Security Agreement"), is made by IPG, Inc., an Ohio corporation (the "Grantor") to and for the benefit of Kayne Senior Credit IV Loanco, LLC, in its capacity as administrative agent for certain lenders and the other holders of Secured Obligations (as defined in the Security Agreement described below) (in such capacity, the "Administrative Agent").

WHEREAS, the Grantor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has collaterally assigned to the Administrative Agent and granted to the Administrative Agent for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in certain collateral, to secure the payment, performance and observance of the Secured Obligations.

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

1. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Security Agreement, the Grantor hereby grants to the Administrative Agent, a security interest in all of Grantor's right, title and interest in and to the following (collectively, the "Patent Collateral"): (a) all of its Patents (as defined in the Security Agreement) including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of the foregoing; and (c) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Patent and (ii) injury to the goodwill associated with any Patent.

2. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein.

3. Counterparts. This Patent Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Patent Security Agreement.

4. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

IPG, INC.

By: 

Name: Jonathan Sill

Title: Chief Executive Officer

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

PATENT	PATENT NUMBER	ISSUE DATE	OWNER
Container closure	D777029	01/24/17	IPG, Inc.