

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY PATENT SECURITY AGREEMENT IN U.S. PATENTS

CONVEYING PARTY DATA

Name	Execution Date
SCHOENECK CONTAINERS, LLC	05/07/2020

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT
Street Address:	111 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	D637914
Application Number:	15939834

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.

Phone: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: PETER GIOVINE/WHITE & CASE LLP
Address Line 1: 1221 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1785638-0054-BC15
NAME OF SUBMITTER:	PETER GIOVINE
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	05/07/2020

Total Attachments: 6

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**CONFIRMATORY PATENT SECURITY AGREEMENT
IN U.S. PATENTS**

This Confirmatory Patent Security Agreement in U.S. Patents (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “**Agreement**”), dated as of this 7th day of May, 2020, is made by SCHOENECK CONTAINERS, LLC, a Wisconsin limited liability company (to be converted to a Wisconsin corporation and renamed Schoeneck Containers, Inc.) (“**Grantor**”), with its principal place of business and mailing address 2160 S 170th St. New Berlin, WI 53151, in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, the “**Administrative Agent**”) for the Lenders and other Secured Creditors (as defined below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the Guarantors from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Credit Agreement**”), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers.

B. As a condition to the execution and delivery of the Credit Agreement, the Administrative Agent and the Lenders have required, among other things, that each of the Grantor and the Guarantors from time to time party to the Credit Agreement (each a “**Debtor**” and collectively the “**Debtors**”) grant to the Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations and the Credit Product Obligations (the Administrative Agent and such Lenders and other holders being referred to collectively as the “**Secured Creditors**”) a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Administrative Agent, on its own behalf and on behalf of the Secured Creditors, are parties to a Security Agreement dated as of the date hereof (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Security Agreement**”), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor 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 the Lenders, the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Administrative Agent 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 listed on Schedule A hereto, and all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) 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, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers 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 the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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 of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

3. **Authorization to Supplement.** Without limiting Grantor's obligations under the Security Agreement, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule A hereto to include any future Patent Collateral of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A hereto shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule A.

4. **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.

5. **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.

6. **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 law of the State of Illinois.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date and year first written above.

SCHOENECK CONTAINERS, LLC, a Wisconsin
limited liability company

By: Angela Breitbach
Name: Angela Breitbach
Title: Vice President of Finance

Accepted and agreed to as of the date and year first written above.

BMO HARRIS BANK N.A.

By: 
Name: Dan Weeks
Title: Managing Director

SCHEDULE A

Owner / Applicant	Patent	Jurisdiction	Application Number	Patent Number	Filing Date	Issuance Date
Schoeneck Containers, LLC	Container	US	29/358,370	D637,914	3/26/2010	5/17/2011
Schoeneck Containers, LLC	Anti-Evaporation Cap Cover for Towelette Dispenser Container and Assembly	US	15/939,834	Pending	3/29/2018	N/A
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