

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6304932

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TEKNI-PLEX, INC.	05/11/2020
RECEIVING PARTY DATA		
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	
Street Address:	ELEVEN MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10010	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	D871930	
Patent Number:	D877626	
Application Number:	15866891	
Application Number:	15423194	
Application Number:	15872042	
Application Number:	16739795	
Application Number:	29722081	
CORRESPONDENCE DATA		
Fax Number:	(212)735-2000	
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ATTORNEY DOCKET NUMBER:	217730/2795	
NAME OF SUBMITTER:	OREN EPSTEIN	
SIGNATURE:	/OE/	
DATE SIGNED:	09/17/2020	

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Total Attachments: 5

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PATENT SECURITY AGREEMENT

(Patents and Patent Licenses)

PATENT SECURITY AGREEMENT, dated as of May 11, 2020, between **TEKNI-PLEX, INC.**, a Delaware corporation (the “*Grantor*”), and **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Patent Licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Trident Intermediate, Inc., a Delaware corporation (“*Holdings*”), Trident TPI Holdings, Inc., a Delaware corporation (the “*Borrower*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) a Security Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor secures the Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement:

The Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Patent Collateral*”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Patent constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each issued Patent and Patent application referred to in Schedule 1 hereto;

(ii) rights to sue for past, present or future infringements of the foregoing;

(iii) each Patent License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iv) all Proceeds of and revenues from any of the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral 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 any conflict between the provisions of this Patent Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

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 written above.

TEKNI-PLEX, INC.



By: _____

Name: David Waksman

Title: SVP, Chief Legal Officer


Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:


Name: **VIPUL DHADDA**
Title: **AUTHORIZED SIGNATORY**

By:


Name: **Brady Bingham**
Title: **Authorized Signatory**

**Schedule 1
to Patent Security Agreement**

TEKNI-PLEX, INC.

PATENTS

Title	Filing Date/Issued Date	Status (Application/Registered)	Application/Registration No.
Extrudable Tubing for Delivery of Medicinal Fluids	March 12, 2020	Allowed	15/866891
Container Trim Configuration	January 13, 2020	Allowed	15/423194
Egg Carton Having a Trim Feature	January 7, 2020	Allowed	D871930
Bottom Cell Wall of Tri-Fold Egg Carton	March 10, 2020	Allowed	D877626
Method of Forming a Medical Tube	March 25, 2020	Allowed	15/872042
Packaging Tray and Method of Manufacture	January 10, 2020	Application	16/739795
Blunt Rim on a Packaging Tray	January 27, 2020	Application	29/722081

PATENT LICENSES

None.