

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6355419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTES SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
MACRO PLASTICS, INC.	10/15/2020
IPL USA, INC.	10/15/2020

RECEIVING PARTY DATA

Name:	ANKURA TRUST COMPANY, LLC
Street Address:	140 SHERMAN STREET, 4TH FLOOR
City:	FAIRFIELD
State/Country:	CONNECTICUT
Postal Code:	06824

PROPERTY NUMBERS Total: 17

Property Type	Number
Application Number:	13002086
Application Number:	29428008
Application Number:	13995375
Application Number:	29428009
Application Number:	14785760
Application Number:	14785766
Application Number:	15643918
Application Number:	16523506
Application Number:	14785778
Application Number:	15935446
Application Number:	29546425
Application Number:	29576103
Application Number:	62731382
Application Number:	29305872
Application Number:	29694069
Application Number:	16569926
Application Number:	63024067

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	10/19/2020
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Total Attachments: 7

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Macro Plastics, Inc.
IPL USA, Inc.

2. Name and address of receiving party(ies)

Name: Ankura Trust Company, LLC

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 15, 2020

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Notes Security Agreement

Street Address: 140 Sherman Street, 4th Floor

City: Fairfield

State: CT

Country: USA Zip: 06824

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

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

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

Elaine Carrera
Signature

October 16, 2020
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8148, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

NOTES PATENT SECURITY AGREEMENT (SHORT FORM)

Notes Patent Security Agreement, dated as of October 15, 2020, by MACRO PLASTICS, INC. and IPL USA, Inc. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of ANKURA TRUST COMPANY, LLC, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Notes U.S. Security Agreement dated as of October 15, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Notes Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Notes Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) Patents and Patent applications of such Grantor, including those listed on Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement and ABL Intercreditor Agreement. The security interest granted pursuant to this Notes Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Notes Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Patents of such Grantor under this Notes Patent Security Agreement.

SECTION 5. Counterparts. This Notes Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Notes Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Notes Patent Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MACRO PLASTICS, INC.

By: 

Name: Christian Marcoux

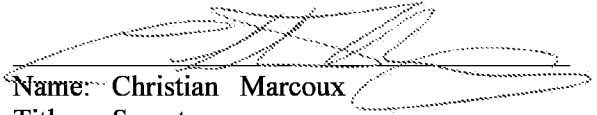
Title: Secretary

[Signature Page to North Notes Patent Security Agreement]

PATENT
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IPL USA, INC.

By:




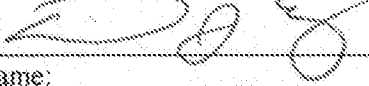
Name: Christian Marcoux
Title: Secretary

[Patent Security Agreement]

PATENT
REEL: 054109 FRAME: 0155

ANKURA TRUST COMPANY, LLC,
as Collateral Agent

By: 
Name: Lisa J. Price
Title: Managing Director

By: 
Name: Michael J. Fey
Title: Managing Director

Schedule I
to
NOTES PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Title	Country	Application #	Patent #	Owner
0189ISOBIN Shipping Container (Patents and Applications)	US	13/002,086-	8434618	Macro Plastics Inc
Hybrid Bin Design Patent	US	29/428,008-	D672960	Macro Plastics Inc
Hybrid Shipping Container (Patents and Application)	CA		CA2822845	Macro Plastics Inc
Hybrid Shipping Container (Patents and Application)	US	13/995,375-	8950612	Macro Plastics Inc
Swamp Tote Design Patent	US	29/428,009-	D672961	Macro Plastics Inc
Shipping Container and Spring Lock Therefor	US	14/785,760	9,919,832	Macro Plastics Inc
Shipping Container and Safety Catch Therefor	US	14/785,766	9,731,864	Macro Plastics Inc
Shipping Container and Safety Catch Therefor	US	15/643,918	10,407,212	Macro Plastics Inc
Shipping Container and Safety Catch Therefor	US	16/523,506	-	Macro Plastics Inc
Shipping Container (Nesting Bin)	US	14/785,778	9,957,078	Macro Plastics Inc
Shipping Container (Nesting Bin)	US	15/935,446	10,723,503	Macro Plastics Inc
Shipping Container (MP15-018)	US	29/546,425	D816,997	Macro Plastics Inc
Shipping Container (MP16-002)	US	29/576,103	D802926	Macro Plastics Inc
Multi-Use Pallet (M18-013)	US	62/731,382	-	Macro Plastics Inc
Shipping Container	US	29/428,008	D672,960	Macro Plastics, Inc.
Container Lid	US	29/305,872	D584,145	IPL USA, Inc.
Square container with lid	US	29/694,069	-	Macro Plastics, Inc.
Multi-Use Pallet (M18-013)	US	16/569,926	-	Macro Plastics, Inc.
Quick Foot System for Container	US	63/024,067	-	Macro Plastics, Inc.