506329842 10/30/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6376593

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------|----------------|
| TECNOCAP LLC | 10/28/2020 |

RECEIVING PARTY DATA

| Name: | THE HUNTINGTON NATIONAL BANK | |
|-----------------|------------------------------|--|
| Street Address: | 230 WEST PIKE STREET | |
| City: | CLARKSBURG | |
| State/Country: | WEST VIRGINIA | |
| Postal Code: | 26301 | |

PROPERTY NUMBERS Total: 5

| Property Type | Number | |
|---------------------|----------|--|
| Application Number: | 16466578 | |
| Application Number: | 62253328 | |
| Patent Number: | D544795 | |
| Patent Number: | D543107 | |
| Patent Number: | D543108 | |

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: 3045988152

Email: charlie.russell@steptoe-johnson.com

Correspondent Name: CHARLES RUSSELL

Address Line 1: 1000 SWISS PINE WAY, SUITE 200
Address Line 4: MORGANTOWN, WEST VIRGINIA 26501

NAME OF SUBMITTER:CHARLES R. RUSSELLSIGNATURE:/s/ Charles R. RussellDATE SIGNED:10/30/2020

Total Attachments: 5

source=Patent Security Agreement(11881226.1 SJDOCS)(11947929.1)#page1.tif source=Patent Security Agreement(11881226.1 SJDOCS)(11947929.1)#page2.tif source=Patent Security Agreement(11881226.1 SJDOCS)(11947929.1)#page3.tif

PATENT 506329842 REEL: 054218 FRAME: 0653

source=Patent Security Agreement(11881226.1 SJDOCS)(11947929.1)#page4.tif source=Patent Security Agreement(11881226.1 SJDOCS)(11947929.1)#page5.tif

PATENT REEL: 054218 FRAME: 0654

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Patent Security Agreement") is made this 28th day of October 2020 by and between TECNOCAP LLC, a Delaware limited liability company ("Debtor"); and THE HUNTINGTON NATIONAL BANK, a national banking association, ("Secured Party").

WHEREAS, Debtor and Secured Party entered into that certain Secured Commercial Credit Agreement (the "Loan Agreement") of even date herewith

WHEREAS, under the terms of the Loan Agreement, Debtor desires to grant to the Secured Party a security interest in, among other property, certain intellectual property of the Debtor, and has agreed to execute and deliver this Patent Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, WITNESSETH: for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Grant of Security</u>. Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of such Debtor in, to, and under the following (the "Patent Collateral"):
 - a. the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");
 - b. all rights of any kind whatsoever of such Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation</u>. Debtor authorizes the Commissioner for Patents and any other govenment officials to record and register this Patent Security Agreement upon request by the Secured Party.
- 3. <u>Loan Documents</u>. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect

PATENT REEL: 054218 FRAME: 0655 to the Patent Collateral are as provided by the Loan Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies

- 4. <u>Execution in Counterparts</u>. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.
- 5. <u>Successors and Assigns</u>. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Patent Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of West Virginia without giving effect to any choice or conflict of law provision or rule (whether of the State of West Virginia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

2

[SIGNATURE PAGE TO COMMERCIAL SECURITY AGREEMENT]

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

DEBTOR:

TECNOCAP LLC.

a Delaware limited liability company

Kévin Lusk, its Chief Financial Officer and

Treasurer

STATE OF WEST VIRGINIA, COUNTY OF OHIO, TO-WIT:

The foregoing instrument was acknowledged before me this 28 day of October 2020 by Kevin Lusk, the Chief Financial Officer and Treasurer of Tecnocap LLC, a Delaware limited liability company, for and on behalf of said company.

[NOTARIAL SEAL]

My commission expires: May 16, 2024

OFFICIAL SEAL
MOYAGY DUBLIS NOTARY PUBLIC STATE OF WEST VIRGINIA SHERRY A. WALLNER gieuocab TTC 1701 Wheeling Avenue Glan Date, West Viguria 26038 My Commission Expires May 16, 3026

3

[SIGNATURE PAGE TO COMMERCIAL SECURITY AGREEMENT]

SECURED PARTY:

THE HUNTINGTON NATIONAL BANK,

a national banking association

STATE OF WEST VIRGINIA

COUNTY OF Monangalia

The foregoing instrument was acknowledged before me this 28 day of October 2020 by Jill Pazerksi, the Vice President of Huntington National Bank, a national banking association, for and on behalf of said banking association.

My commission expires: <u>Jan 4. 2025</u>

[NOTARIAL SEAL]

OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA NATHANAEL MCCORMICK 201 High St Morgantown, WV 26505 My Commission Expires Jan. 6, 2025 **Notary Public**

SCHEDULE 1

| Patent | Date | Patent # | Country |
|--|-------------------|----------------------------|---------|
| Seal Releasing Closure – modified two-piece canner | December 12, 2016 | Application No. 16/466,578 | USA |
| Composite Closure with Support Base (ESPRITBONNET) | December 3, 2015 | Application No. 62/253,328 | USA |
| Vinguard wine closure | June 19, 2007 | D 544,795 S | USA |
| 38/780 CT Closure | May 22, 2007 | D 543,107 S | USA |
| 38/780 CT Closure with Button | May 22, 2007 | D 543,108 S | USA |

5

11881226

RECORDED: 10/30/2020

PATENT REEL: 054218 FRAME: 0659