

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6525801

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT	
SEQUENCE:	2	
CONVEYING PARTY DATA		
Name		Execution Date
CLOUD PACKAGING SOLUTIONS LLC		01/27/2021
RECEIVING PARTY DATA		
Name:	JEFFERIES FINANCE LLC	
Street Address:	520 MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Patent Number:	D829377	
Patent Number:	D821644	
Patent Number:	D821643	
Patent Number:	9162413	
Patent Number:	10703515	
Patent Number:	10279496	
Application Number:	16422436	
Application Number:	62979174	
Application Number:	63004988	
Application Number:	16363700	
Application Number:	15812601	
Application Number:	16885699	
Application Number:	29581893	
Application Number:	29648418	
PCT Number:	US2017045785	
PCT Number:	US2017061573	
Application Number:	29581894	
Application Number:	29581896	

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: 2127013365**Email:** ecarrera@cahill.com**Correspondent Name:** ELAINE CARRERA, SENIOR PARALEGAL**Address Line 1:** 32 OLD SLIP**Address Line 2:** C/O CAHILL GORDON & REINDEL LLP**Address Line 4:** NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	41260.0362
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	02/01/2021

Total Attachments: 9

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SECOND LIEN PATENT SECURITY AGREEMENT, dated as January 27, 2021 (this “Agreement”), among Cloud Packaging Solutions LLC (the “Grantor”) and JEFFERIES FINANCE LLC, as Second Lien Collateral Agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is hereby made to that certain Second Lien Credit Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among WP DELUXE HOLDINGS, INC., a Delaware corporation (“Initial Holdings”), WP DELUXE MERGER SUB, INC., a Delaware corporation (the “Borrower”), which on the Effective Date shall be merged with and into Engineered Machinery Holdings, Inc., a Delaware corporation, with Engineered Machinery Holdings, Inc. surviving such merger and continuing as the Borrower, the lenders from time to time party thereto and JEFFERIES FINANCE LLC, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors party thereto and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to all Patents, including those listed on Schedule I attached hereto (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any Patent or Patent application.

SECTION 3. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Patent Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.

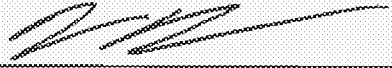
SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

CLOUD PACKAGING SOLUTIONS LLC,
as Grantor

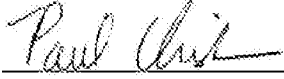
By: 
Name: Craig Reuther
Title: Chief Financial Officer,
Treasurer and Secretary

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 055189 FRAME: 0455

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

JEFFERIES FINANCE LLC, as Second
Lien Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

Schedule I

United States Issued and Applied-For Patents

Patent / Registration No.	Applicant	Application No.	Date of Patent	Country	Title
US D829,377 S	Cloud Packaging Solutions LLC	29/581,890	September 25, 2018	United States of America	
US D821,644 S	Cloud Packaging Solutions LLC	29/584,640	June 26, 2018	United States of America	
US D821,643 S	Cloud Packaging Solutions LLC	29/581,886	June 26, 2018	United States of America	
US 9,162,413 B2	Cloud Packaging Solutions LLC	14/380343	October 20, 2015	United States of America	
US 10,703,515 B2	Cloud Packaging Solutions LLC	15/670,794	July 7, 2020	United States of America	
US 10,279,496 B2	Cloud Packaging Solutions LLC	14/670,286	May 7, 2019	United States of America	
	Cloud Packaging Solutions LLC	16/422,436		United States of America	
	Cloud Packaging Solutions LLC	62/979174		United States of America	
	Cloud Packaging Solutions LLC	63/004988		United States of America	
	Cloud Packaging Solutions LLC	16/363,700 (continuation Patent 10,279,496) of US		United States of America	
	Cloud Packaging Solutions LLC	15/812,601		United States of America	
	Cloud Packaging Solutions LLC	16/885,699 (continuation Patent 10,703,515) of US		United States of America	
	Cloud Packaging Solutions LLC	Design Patent Application 29/581,893		United States of America	
	Cloud Packaging Solutions LLC	Design Patent Application 29/581,894			
	Cloud Packaging Solutions LLC	Design Patent Application 29/581,896			

Patent / Registration No.	Applicant	Application No.	Date of Patent	Country	Title
003864610-0001	Cloud Packaging Solutions LLC	003864610-0001	4/20/2017	European Community	
003864610-0002	Cloud Packaging Solutions LLC	003864610-0002	4/20/2017	European Community	
003864610-0003	Cloud Packaging Solutions LLC	003864610-0003	4/20/2017	European Community	
003864610-0004	Cloud Packaging Solutions LLC	003864610-0004	4/20/2017	European Community	
003864610-0005	Cloud Packaging Solutions LLC	003864610-0005	4/20/2017	European Community	
003864610-0006	Cloud Packaging Solutions LLC	003864610-0006	4/20/2017	European Community	
6,011,021	Cloud Packaging Solutions LLC	6011021	4/20/2017	United Kingdom	
6,011,022	Cloud Packaging Solutions LLC	6011022	4/20/2017	United Kingdom	
6,011,023	Cloud Packaging Solutions LLC	6011023	4/20/2017	United Kingdom	
6,011,024	Cloud Packaging Solutions LLC	6011024	4/20/2017	United Kingdom	
	Cloud Packaging Solutions LLC	17754911.0	Filed 8/7/2017	European Patent Office	
	Cloud Packaging Solutions LLC	PCT/US2017/045785	Filed 9/7/2017	Patent Cooperation Treaty	
	Cloud Packaging Solutions LLC	PCT/US2017/061573	Filed 11/14/2017	Patent Cooperation Treaty	
	Cloud Packaging Solutions LLC	17804780.9	Filed 11/14/2017	European Patent Office	
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	Germany	
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	European Patent Office	
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	Spain	
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	France	
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	United Kingdom	
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	Italy	
2,817,129	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	Netherlands	

[Schedule I to Second Lien Patent Security Agreement]

Patent / Registration No.	Applicant	Application No.	Date of Patent	Country	Title
602013048307.8	Cloud Packaging Solutions LLC	17178051.3	Issued 10/4/2017	Germany	
3248744	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	European Patent Office	
3248744	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	Spain	
3248744	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	France	
3248744	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	United Kingdom	
502019000015049	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	Italy	
3248744	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	Netherlands	
003864610-0001	Cloud Packaging Solutions LLC	003864610-0001	Issued 4/20/2017	European Community	POUCH
003864610-0002	Cloud Packaging Solutions LLC	003864610-0002	Issued 4/20/2017	European Community	POUCH
003864610-0003	Cloud Packaging Solutions LLC	003864610-0003	Issued 4/20/2017	European Community	POUCH
003864610-0004	Cloud Packaging Solutions LLC	003864610-0004	Issued 4/20/2017	European Community	POUCH
003864610-0005	Cloud Packaging Solutions LLC	003864610-0005	Issued 4/20/2017	European Community	POUCH
003864610-0006	Cloud Packaging Solutions LLC	003864610-0006	Issued 4/20/2017	European Community	POUCH
6,011,021	Cloud Packaging Solutions LLC	6011021	Issued 4/20/2017	United Kingdom	POUCH
	Cloud Packaging Solutions LLC	29/648418	Application 5/21/2018	United States of America	POUCH
6,011,022	Cloud Packaging Solutions LLC	6011022	Issued 4/20/2017	United Kingdom	POUCHES [packaging]
6,011,023	Cloud Packaging Solutions LLC	6011023	Issued 4/20/2017	United Kingdom	POUCHES [packaging]
6,011,024	Cloud Packaging Solutions LLC	6011024	Issued 4/20/2017	United Kingdom	POUCHES [packaging]
	Cloud Packaging Solutions LLC	17754911.0	Application 8/7/2017	European Patent Office	POUCH FORMING MOLD CONFIGURATION, METHOD AND POUCH
	Cloud Packaging Solutions LLC	PCT/US2017/045785	Application 8/7/2017	Patent Cooperation Treaty	POUCH FORMING MOLD CONFIGURATION, METHOD AND POUCH

[Schedule I to Second Lien Patent Security Agreement]

Patent / Registration No.	Applicant	Application No.	Date of Patent	Country	Title
	Cloud Packaging Solutions LLC	PCT/US2017/061573	Application 11/14/2017	Patent Cooperation Treaty	MACHINE FOR CUTTING POUCHES WITH SHAPED PERIMETER EDGE, METHOD AND POUCH
	Cloud Packaging Solutions LLC	17804780.9	Application 11/14/2017	European Patent Office	MACHINE FOR CUTTING POUCHES WITH SHAPED PERIMETER EDGE, METHOD AND POUCH
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	Germany	POLYMER PACKAGING SYSTEMS AND METHODS
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	European Patent Office	POLYMER PACKAGING SYSTEMS AND METHODS
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	Spain	POLYMER PACKAGING SYSTEMS AND METHODS
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	France	POLYMER PACKAGING SYSTEMS AND METHODS
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	United Kingdom	POLYMER PACKAGING SYSTEMS AND METHODS
	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	Italy	POLYMER PACKAGING SYSTEMS AND METHODS
2,817,129	Cloud Packaging Solutions LLC	13751786.8	Issued 10/4/2017	Netherlands	POLYMER PACKAGING SYSTEMS AND METHODS
602013048307.8	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	Germany	POLYMER PACKAGING SYSTEMS AND METHODS
3248744	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	European Patent Office	POLYMER PACKAGING SYSTEMS AND METHODS
3248744	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	Spain	POLYMER PACKAGING SYSTEMS AND METHODS
3248744	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	France	POLYMER PACKAGING SYSTEMS AND METHODS

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3248744	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	United Kingdom	POLYMER PACKAGING SYSTEMS AND METHODS
502019000015049	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	Italy	POLYMER PACKAGING SYSTEMS AND METHODS
3248744	Cloud Packaging Solutions LLC	17178051.3	Issued 12/12/2018	Netherlands	POLYMER PACKAGING SYSTEMS AND METHODS
	Cloud Packaging Solutions LLC	62/979174	Application 2/20/2020	United States of America	IMPROVEMENTS IN PATTERNED CUT DEVICE AND METHOD
	Cloud Packaging Solutions LLC	63/004988	Application 4/3/2020	United States of America	IMPROVEMENTS IN PATTERNED CUT DEVICE AND METHOD

[Schedule I to Second Lien Patent Security Agreement]