

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6632563

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS	
CONVEYING PARTY DATA		
	Name	Execution Date
	BOTTLEKEEPER, LLC	03/30/2021
RECEIVING PARTY DATA		
Name:	LOAN ADMIN CO LLC, AS ADMINISTRATIVE AGENT	
Street Address:	2200 ATLANTIC STREET	
Internal Address:	SUITE 501	
City:	STAMFORD	
State/Country:	CONNECTICUT	
Postal Code:	06902	
PROPERTY NUMBERS Total: 34		
Property Type	Number	
Application Number:	16440603	
Application Number:	16583520	
Application Number:	17113370	
Application Number:	29703257	
Application Number:	29669218	
Application Number:	29712701	
Application Number:	29707603	
Application Number:	29712549	
Application Number:	29712551	
Application Number:	29730628	
Application Number:	29756218	
Application Number:	29703260	
Application Number:	29670065	
Application Number:	29688748	
Application Number:	29714002	
Application Number:	29694840	
Application Number:	29707683	
Application Number:	29694838	
Application Number:	29707679	

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Property Type	Number
Application Number:	29740742
Application Number:	29749186
Application Number:	16154550
Application Number:	16384163
Application Number:	16384121
Application Number:	16384155
Application Number:	16384172
Application Number:	16550981
Application Number:	62684638
Application Number:	14153688
Application Number:	15362540
Application Number:	15584013
Application Number:	16793053
Application Number:	61752404
Application Number:	16952609

CORRESPONDENCE DATA

Fax Number: (212)310-8007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: SOLOMON LEUNG

Address Line 1: WEIL, GOTSHAL & MANGES LLP

Address Line 2: 767 FIFTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10153

NAME OF SUBMITTER:	SOLOMON LEUNG
SIGNATURE:	/SOLOMON LEUNG/
DATE SIGNED:	03/31/2021

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS PATENT SECURITY AGREEMENT, dated as of March 30, 2021 (this “Security Interest”), is made by BottleKeeper, LLC, a Delaware limited liability company (the “Grantor”), in favor of Loan Admin Co LLC, as Administrative Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at 2200 Atlantic Street, Suite 501, Stamford, CT 06902 (the “Grantee”).

WHEREAS, the Grantor and Grantee have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of September 1, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Documents”); and

WHEREAS, the Credit Documents require the Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises in the Credit Documents and herein and in order to ensure compliance with the Credit Documents, the receipt and sufficiency of which are hereby acknowledged by the Grantor and Grantee, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Patent Collateral”):

- (i) all Patents and all licenses providing for the grant by or to such Grantor of any right under any Patent, in each case, including, without limitation, those referred to on Schedule A hereto;
- (ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing; and
- (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, “Patents” shall mean, any United States patent in or to which any Grantor now or hereafter has any right, title or interest therein, and any divisions, continuations (including, but not limited to, continuations-in-part) and improvements thereof, as well as any application for a United States now or hereafter made by any Grantor.

SECTION 3. Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees 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 Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

SECTION 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Patent Collateral, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Patent Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof.


SECTION 7. Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of law provisions other than Section 5-1401 of the New York General Obligations Law) and decisions of the State of New York.

SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

BOTTLEKEEPER, LLC, as Grantor

By: _____

Name: William Pond

Title: Chief Executive Officer, Secretary and
Treasurer

LOAN ADMIN CO LLC,

as Administrative Agent and Grantee

By:  _____

Name: Sean Chao

Title: Authorized Signatory

SCHEDULE A

Country	Application No.	Filing Date	Title
United States	16/440,603	6/13/2019	BEVERAGE BOTTLE ENCLOSURE
United States	16/583,520	9/26/2019	BEVERAGE BOTTLE ENCLOSURE
United States	17/113,370	12/7/2020	BEVERAGE CONTAINER ENCLOSURE
United States	29/703,257	8/26/2019	CAP
United States	29/669,218	11/6/2018	CONTAINER
United States	29/712,701	11/11/2019	CONTAINER
United States	29/707,603	11/6/2018	CONTAINER
United States	29/712,549	11/8/2019	CONTAINER
United States	29/712,551	11/8/2019	CONTAINER
United States	29/730,628	4/7/2020	CONTAINER
United States	29/756,218	10/27/2020	CONTAINER
United States	29/703,260	8/26/2019	CONTAINER AND CAP
United States	29/670,065	11/13/2018	CONTAINER ENCLOSURE
United States	29/688,748	4/24/2019	CONTAINER ENCLOSURE
United States	29/714,002	11/20/2019	CONTAINER ENCLOSURE
United States	29/694,840	6/13/2019	CONTAINER ENCLOSURE
United States	29/707,683	9/30/2019	CONTAINER ENCLOSURE
United States	29/694,838	6/13/2019	CONTAINER ENCLOSURE
United States	29/707,679	9/30/2019	CONTAINER ENCLOSURE
United States	29/740,742	7/7/2020	CONTAINER ENCLOSURE
United States	29/749,186	9/3/2020	CONTAINER ENCLOSURE
United States	16/154,550	10/8/2018	PROTECTIVE BOTTLE ENCLOSURE
United States	16/384,163	4/15/2019	PROTECTIVE BOTTLE ENCLOSURE
United States	16/384,121	4/15/2019	PROTECTIVE BOTTLE ENCLOSURE
United States	16/384,155	4/15/2019	PROTECTIVE BOTTLE ENCLOSURE
United States	16/384,172	4/15/2019	PROTECTIVE BOTTLE ENCLOSURE
United States	16/550,981	8/26/2019	PROTECTIVE BOTTLE ENCLOSURE
United States	62/684,638	6/13/2018	PROTECTIVE BOTTLE ENCLOSURE
United States	14/153,688	1/13/2014	Protective Bottle Enclosure
United States	15/362,540	11/28/2016	Protective Bottle Enclosure
United States	15/584,013	5/1/2017	Protective Bottle Enclosure
United States	16/793,053	2/18/2020	Protective Bottle Enclosure
United States	61/752,404	1/14/2013	Protective Bottle Enclosure
United States	16/952,609	11/19/2020	Protective Bottle Enclosure