

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6790111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ARDAGH METAL BEVERAGE USA INC.	06/29/2021
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A., LONDON BRANCH, FIXED ASSET SECURITY AGENT
Street Address:	CITIGROUP CENTRE, 25 CANADA SQUARE
Internal Address:	CANARY WHARF
City:	LONDON
State/Country:	GREAT BRITAIN
Postal Code:	E14 5LB
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	10577148
Patent Number:	D893298
Patent Number:	D894000
Application Number:	29712882
Application Number:	29712883
Application Number:	29712884
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<i>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.</i>	
Phone:	800-713-0755
Email:	Michael.Violet@wolterskluwer.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:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	06/30/2021

Total Attachments: 6

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of June 29, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Patent Security Agreement"), by Ardagh Metal Beverage USA Inc. (the "Grantor"), in favor of Citibank, N.A., London Branch, in its capacity as Fixed Asset Security Agent for the Super Senior Creditors and First Lien Creditors pursuant to the Intercreditor Agreement (in such capacity, the "Fixed Asset Security Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of June 29, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Fixed Asset Security Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Fixed Asset Security Agent, for the benefit of the Super Senior Creditor or First Lien Creditor, to enter into the Fixed Asset Documents, the Grantor hereby agrees with the Fixed Asset Security Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Fixed Asset Security Agent for the benefit of the Super Senior Creditors and First Lien Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Property) of such Grantor:

- (a) Patents of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Fixed Asset Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Fixed Asset Security 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 and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, subject to Section 8 below, the provisions of the Security Agreement shall control unless the Fixed Asset Security Agent shall otherwise determine.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Termination. Upon (a) the Fixed Asset Discharge Date and/or (b) the release of the Grantor from its obligations under the Security Agreement in accordance with the terms of the applicable Fixed Asset Documents and the Intercreditor Agreement, this Patent Security Agreement shall terminate. Following such termination, the Fixed Asset Security Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents and Proceeds thereof under this Patent Security Agreement.

SECTION 6. Counterparts. This Patent Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 8. **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY REQUIREMENT OF LAW, THE PARTIES WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR DISPUTE OF ANY KIND RELATING IN ANY WAY TO THIS PATENT SECURITY AGREEMENT, OR ANY TRANSACTION CONTEMPLATED HEREBY, AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 9. Intercreditor Agreement.

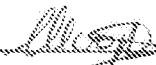
Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Fixed Asset Security Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Patent Security Agreement or the Security Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ARDAGH METAL BEVERAGE USA, INC.

By: 
Name: Cindy Cooper
Title: Authorized Signatory

ACCEPTED AND AGREED:
CITIBANK, N.A., LONDON BRANCH
as Fixed Asset Security Agent

By: _____

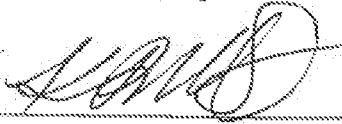
Name:

Title:

[Signature Page to U.S. Patent Security Agreement]

ACCEPTED AND AGREED:
CITIBANK, N.A., LONDON BRANCH
as Fixed Asset Security Agent

By: _____



Name:

Title:

Karen Phillips
Director

[Signature Page to Patent Security Agreement]

SCHEDULE I to
PATENT SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS AND PATENT APPLICATIONS

U.S. Patent Registrations:

Title	Country	Patent No. / Date	App. No. / Filed	Owner
TABS AND RELATED METHODS	US	10577148 20200303	15/782656 20171012	Ardagh Metal Beverage USA Inc.
TAB	US	D893298 20200818	29/622681 20171018	Ardagh Metal Beverage USA Inc.
TAB	US	D894000 20200825	29/622680 20171018	Ardagh Metal Beverage USA Inc.

U.S. Patent Applications:

Title	Country	App. No. / Filed	Owner
BEVERAGE CONTAINER	US	29/712882 20191112	Ardagh Metal Beverage USA Inc.
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