

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6805386

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TECHNIMARK LLC	07/09/2021
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., AS COLLATERAL AGENT
Street Address:	2001 ROSS AVENUE, SUITE 2800
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10150237
Patent Number:	D660603
CORRESPONDENCE DATA	
Fax Number:	(213)892-4738
<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:	4243864328
Email:	marnold@milbank.com, dcip@milbank.com
Correspondent Name:	MONICA ARNOLD
Address Line 1:	2029 CENTURY PARK EAST 33RD FLOOR
Address Line 4:	LOSANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	30045.00346
NAME OF SUBMITTER:	MONICA ARNOLD
SIGNATURE:	/s/ Monica Arnold /s/
DATE SIGNED:	07/09/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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Notice of Grant of Security Interest in Patents

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of July 9, 2021 (this “Agreement”), made by Technimark LLC, a North Carolina limited liability company (the “Pledgor”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent (as defined below).

Reference is made to the Security Agreement (Second Lien), dated as of July 9, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among TM Debt Merger Sub, LLC (“Merger Sub”), Technimark Holdings LLC, a Delaware limited liability company (the “Borrower”), each subsidiary of the Borrower from time to time party thereto, TM Intermediate II, Inc., a Delaware corporation, and Goldman Sachs Specialty Lending Group, L.P., as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the “Collateral Agent”). 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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “Patent Collateral”):

(a) all U.S. registered and applied for Patents, including those listed on Schedule I; (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements or other violations thereof; (e) all rights to sue for past, present, and future infringements or other violations thereof; and (f) all rights corresponding to any of the foregoing;

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more

fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination*. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.

[Signature Pages Follow]

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

TECHNIMARK LLC

By: 

Name: Robert Iuppa


Title: Chief Financial Officer and Secretary

[Signature Page to Notice of Grant of Security Interest in Patents (Second Lien)]

PATENT
REEL: 056806 FRAME: 0326

ACCEPTED AND AGREED:

GOLDMAN SACHS SPECIALTY LENDING GROUP,
L.P.,
as Collateral Agent

By: 
Name: Gabriella Skirnick
Title: Vice President

Schedule I
to Notice of Grant of Security Interest in Patents

Patents Owned by Technimark LLC

U.S. Patent Registrations

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Methods for making flexible containers and associated products	10150237	11-Dec-2018
Clothes hanger	D660603	29-May-2012

U.S. Patent Applications

None.