

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6854201

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT (ABL)	
CONVEYING PARTY DATA		
	Name	Execution Date
	ARDAGH METAL BEVERAGE USA INC.	08/06/2021
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT	
Street Address:	2 KING EDWARD STREET	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	EC1A 1HQ	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	10577148
	Patent Number:	D893298
	Patent Number:	D894000
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:	6142803566	
Email:	james.murray@wolterskluwer.com	
Correspondent Name:	JAMES MURRAY	
Address Line 1:	4400 EASTON COMMONS WAY, SUITE 125	
Address Line 2:	CT CORPORATION	
Address Line 4:	COLUMBUS, OHIO 43219	
NAME OF SUBMITTER:	DORIS KA	
SIGNATURE:	/Doris Ka/	
DATE SIGNED:	08/09/2021	
Total Attachments: 6		
source=15. AMP - US - Patent Security Agreement#page1.tif		
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Ardagh Metal Beverage USA Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 6, 2021

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Security Agreement (ABL)

2. Name and address of receiving party(ies)

Name: Bank of America. N.A., as Collateral Agent

Internal Address: _____

Street Address: 2 King Edward Street

City: London

State: _____

Country: UK Zip: EC1A 1HQ

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

10577148, D893298, D894000

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project Berlin.Ardagh (08061.2158 ABL)

Email Address: dka@cahill.com

6. Total number of applications and patents involved: ³ _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

Doris Ka

August 9, 2021

Signature

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of August 6, 2021 (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 Bank of America, N.A., in its capacity as Collateral Agent for the Secured Parties pursuant to the Intercreditor Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of August 6, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Loan Documents, the Grantor hereby agrees with the Collateral 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 Collateral Agent for the benefit of the Secured Parties 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 the 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 Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirm that the rights and remedies of the Collateral 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 Collateral 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 Payment in Full and/or (b) the release of the Grantor from its obligations under the Security Agreement in accordance with the terms of

the applicable Loan Documents and the Intercreditor Agreement, this Patent Security Agreement shall terminate. Following such termination, the Collateral 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. The parties hereto shall be bound by Section 10.10 of the Security Agreement mutatis mutandis.

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.

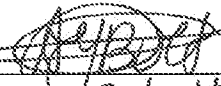
SECTION 9. Intercreditor Agreement.

Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Collateral 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 Pages Follow]

IN WITNESS WHEREOF, the 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.

ARDAGH METAL BEVERAGE USA INC.,
as Grantor

By: 
Name: A. Bolt
Title: authorized signatory

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED:
BANK OF AMERICA, N.A.,
as Collateral Agent

By: James Foley

Name: James Foley
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 057118 FRAME: 0455

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:

None.