# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6865125

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
RING CONTAINER TECHNOLOGIES, LLC	08/12/2021
RAPAC, L.P.	08/12/2021

### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	135 S. LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

### **PROPERTY NUMBERS Total: 48**

Property Type	Number
Patent Number:	D792781
Patent Number:	D788592
Patent Number:	9567128
Patent Number:	9637302
Patent Number:	6994233
Patent Number:	7531125
Patent Number:	7726503
Patent Number:	7364045
Patent Number:	8365939
Patent Number:	9248932
Patent Number:	11001431
Patent Number:	11059214
Patent Number:	D921489
Patent Number:	D924687
Patent Number:	D924688
Patent Number:	D779956
Patent Number:	D780587
Patent Number:	D779952
Patent Number:	D779953

PATENT REEL: 057186 FRAME: 0333

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Property Type	Number
Patent Number:	D779954
Patent Number:	8672584
Patent Number:	D751916
Patent Number:	D807187
Patent Number:	10259609
Patent Number:	9994361
Patent Number:	10001445
Patent Number:	10093444
Patent Number:	D832098
Patent Number:	D833286
Patent Number:	D833282
Patent Number:	10195781
Patent Number:	10252458
Patent Number:	10301051
Patent Number:	10273051
Patent Number:	10583602
Patent Number:	D880307
Patent Number:	10737822
Patent Number:	10569923
Patent Number:	D905562
Patent Number:	D904195
Patent Number:	D850275
Patent Number:	D849551
Patent Number:	10889048
Application Number:	15630180
Application Number:	17088896
Application Number:	16751598
Application Number:	17226593
Application Number:	16738422

### **CORRESPONDENCE DATA**

Fax Number: (312)862-2200

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: 3128622000

Email: jeffrey.norgle@kirkland.com

**Correspondent Name: JEFFREY NORGLE** Address Line 1: 300 NORTH LASALLE KIRKLAND & ELLIS LLP Address Line 2: Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	51196-0002	
NAME OF SUBMITTER:	JEFFREY NORGLE	
SIGNATURE:	/Jeffrey Norgle/	
DATE SIGNED:	08/15/2021	
Total Attachments: 7 source=Ring Container Rapc LP - Patent Security Agreement #page1.tif source=Ring Container Rapc LP - Patent Security Agreement #page2.tif		

source=Ring Container Rapc LP - Patent Security Agreement #page1.tif source=Ring Container Rapc LP - Patent Security Agreement #page2.tif source=Ring Container Rapc LP - Patent Security Agreement #page3.tif source=Ring Container Rapc LP - Patent Security Agreement #page4.tif source=Ring Container Rapc LP - Patent Security Agreement #page5.tif source=Ring Container Rapc LP - Patent Security Agreement #page6.tif source=Ring Container Rapc LP - Patent Security Agreement #page6.tif

#### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 12, 2021 (this "<u>Agreement</u>"), among Ring Container Technologies, LLC, a Tennessee limited liability company ("<u>Ring Container</u>"), Rapac, L.P., a Tennessee limited partnership (together with Ring Container, collectively the "<u>Grantors</u>" and each, a "<u>Grantor</u>") and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is hereby made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among RING CONTAINER TECHNOLOGIES INTERMEDIATE, LLC, a Delaware limited liability company ("Initial Holdings"), RING CONTAINER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent, and that certain Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Borrower, the Grantors (as defined in the Collateral Agreement) from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each 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. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

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

SECTION 3. <u>Collateral Agreement</u>. Each Grantor 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 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Termination</u>. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the 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. <u>Counterparts</u>. 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. For the avoidance of doubt, the words "execution," "signed," "signature,"

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and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. <u>Governing Law</u>. 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.

RING CONTAINER TECHNOLOGIES, LLC,

as Grantor

Name: Fred H. Geyer

Title: Chief Financial Officer

RAPAC, L.P., as Grantor

By: RAPAC GP, LLC Its: General Partner

Name: Fred H. Geyer

Title: Chief Financial Officer

# BANK OF AMERICA, N.A., as Collateral Agent

By: <u>helithe Bords Hones</u>

Name: Taelitha Bonds-Harris
Title: Assistant Vice President

[Signature Page to Patent Security Agreement]

Schedule I

<u>United States Registered and Applied-for Patents</u>

Owner	Patent / Publication / Application Number	Title
Ring Container Technologies, LLC	D792,781 / 29/509,812 Issued 07-25-2017	Container
Ring Container Technologies, LLC	D788,592 / 29/509,808 Issued 06-06-2017	Plastic Container
Ring Container Technologies, LLC	9,567,128 / 13/315,910 Issued 02-14-2017	Wide Mouth Container and Method of Making the Same
Ring Container Technologies, LLC	9,637,302 / 13/613,681 Issued 05-02-2017	Economically Improved Plastic Bottle and Package System
Ring Container Technologies, LLC	6,994,233 / 10/619,513 Issued 2/7/2006	Vented Plastic Bottle
Ring Container Technologies, LLC	7,531,125 / 10/647,192 Issued 5/12/2009	Blow Molded Wide Mouth PET Container and Method of Manufacture
Ring Container Technologies, LLC	7,726,503 / 11/525,866 Issued 6/1/2010	Ergonomic Plastic Container and Package System
Ring Container Technologies, LLC	7,364,045 / 11/598,652 Issued 4/29/2008	Blow Molded Wide Mouth Pet Container and Method of Manufacture
Ring Container Technologies, LLC	8,365,939 / 12/763,519 Issued 2/5/2013	Ergonomic Plastic Container and Package System
Ring Container Technologies, LLC	9,248,932 / 13/773,045 Issued 2/2/2016	Product Evacuation Rib
Ring Container Technologies, LLC	11,001,431 / 16/369,679 Issued 05-11-2021	Container System And Method Of Manufacture
Ring Container Technologies, LLC	11,059,214 / 16/353,530 Issued 07-13-2021	Container And Method Of Manufacture
Ring Container Technologies, LLC	D921,489 / 29/669,629 Issued 06-08-2021	Dual Grip Container
Ring Container Technologies, LLC	D924,687 / 29/713424 Issued 07-13-2021	Snack Container
Ring Container Technologies, LLC	D924,688 / 29/713426 Issued 07-13-2021	Snack Container
Ring Container Technologies, LLC	D779,956 / 29/516,826 Issued 2/28/2017	Large Format Container
Ring Container Technologies, LLC	D780,587 / 29/516,828 Issued 3/07/2017	Large Format Container

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Owner	Patent / Publication / Application Number	Title
Ring Container Technologies, LLC	D779,952 / 29/516,827 Issued 2/28/2017	Large Format Container
Ring Container Technologies, LLC	D779,953 / 29/516,830 Issued 2/28/2017	Large Format Container
Ring Container Technologies, LLC	D779,954 / 29/516,834 Issued 2/28/2017	Large Format Container
Rapac, L.P.	8,672,584 / 13/220,134 Issued – 3/21/2014	Drainage Beads
Ring Container Technologies, LLC	D751,916 / 29/466,489 Issued 03-22-2016	Bottle with Structural Columns
Ring Container Technologies, LLC	D807,187 / 29/565,398 Issued: 01-09-2018	Container
Ring Container Technologies, LLC	10,259,609 / 15/371,979 Issued: 04-16-2019	Container and Method of Manufacture
Ring Container Technologies, LLC	9,994,361 / 14/438,964 Issued: 06-12-2018	Apparatus for Applying a Handle to a Container and Method Thereof
Jeff Childress and Ring Container Technologies, LLC	10,001,445 / 13/628,641 Issued 6/19/2018	Vision System
Ring Container Technologies, LLC	10,093,444 / 15/016,410 Issued 10/09/2018	Large Format Container
Ring Container Technologies, LLC	D832,098 / 29/595,275 Issued 10/30/2018	Plastic Container
Ring Container Technologies, LLC	D833,286 / 29/595,272 Issued 11/13/2018	Plastic Container
Ring Container Technologies, LLC	D833,282 / 29/608,530 Issued: 11-13-2018	Combined Container and Packaging
Dan Gamber and Ring Container Technologies, LLC	10, 195,781 / 14/006,232 Issued: 02-05-2019	Flexible Panel to Offset Pressure Differential
Ring Container Technologies, LLC	10,252,458 / 15/211,308 Issued: 4/9/2019	Container and Method of Manufacture
Ring Container Technologies, LLC	10,301,051 / 15/016,463 Issued: 05-28-2019	Bail Handle Applicator
Ring Container Technologies, LLC	10,273,051 / US 2018/0016062 Issued: 04-30-2019	Container and Handle System
Ring Container Technologies, LLC	10,583,602 / 15/455,503 Issue Date: 03-10-2020	Container and Method of Manufacture – Barrier Guard
Ring Container Technologies, LLC	D880,307 / 29/598,988 Issued: 04-07-2020	Plastic Container

Owner	Patent / Publication / Application Number	Title
Ring Container Technologies, LLC	10,737,822 / 14/673,120 Issued: 08-11-2020	Container and Method of Manufacture
Ring Container Technologies, LLC	10,569,923 / 15/402,800 Issued: 02-25-2020	Wide Mouth Container And Method For Making Same
Ring Container Technologies, LLC	10,273,051 / 15/210,947 Issued: 04-30-2019	Container and Handle System
Ring Container Technologies, LLC	D905,562 / 29/670,220 Issued: 12-22-2020	6.3L Baseball Snack Barrel Wide Mouth Food Container
Ring Container Technologies, LLC	D904,195 / 29/665,693 Issued: 12-08-2020	Container
Ring Container Technologies, LLC	D850275 / US 29/619,518 Issued 6/4/2019	Container
Ring Container Technologies, LLC	D849551 / US 29/619,519 Issued 5/28/2019	Container
Ring Container Technologies, LLC	10,889,048 / 12/816,906 Issue Date: 01-12-2021	Tamper Evident Closure for Container
Ring Container Technologies, LLC	15/630,180 Application Date: 06/22/2017	Container and Packaging System
Ring Container Technologies, LLC	17/088,896 Application Date: 11/04/2020	Container and Method of Manufacture
Ring Container Technologies, LLC	16/751,598 Application Date: 01/24/2020	Container and Method of Manufacture
Ring Container Technologies, LLC	17/226,593 Application Date: 04/09/2021	Container and Method of Manufacture
Ring Container Technologies, LLC	16/738,422 Application Date: 01/09/2020	Container and Method of Manufacture

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**RECORDED: 08/15/2021**