

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6877295

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS	
CONVEYING PARTY DATA		
	Name	Execution Date
	BERLIN PACKAGING L.L.C.	08/20/2021
RECEIVING PARTY DATA		
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT	
Street Address:	200 WEST STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10282	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D573880
CORRESPONDENCE DATA		
Fax Number:		
<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>		
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ATTORNEY DOCKET NUMBER:	1130973-0009-S216	
NAME OF SUBMITTER:	JUSTINE LU	
SIGNATURE:	/Justine Lu/	
DATE SIGNED:	08/23/2021	
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 August 20, 2021 (this “Agreement”), made by BERLIN PACKAGING L.L.C., a Delaware limited liability company (the “Pledgor”), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (First Lien), dated as of May 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Berlin Packaging L.L.C., a Delaware limited liability company (the “Borrower”), each subsidiary of the Borrower from time to time party thereto, Berlin Packaging Holdings, L.L.C., a Delaware limited liability company, and Goldman Sachs Bank USA, 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, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing 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”): all U.S. registered and applied for Patents, including those listed on Schedule I.

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]

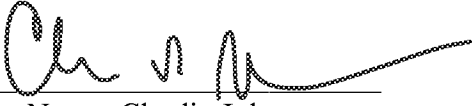
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BERLIN PACKAGING L.L.C.,
as Pledgor

By: James Walters
Name: James D. Walters
Title: Chief Financial Officer

ACCEPTED AND AGREED:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: Charlie Johnston
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Patents

Patents Owned by Berlin Packaging L.L.C.

U.S. Patent Registrations

Title	App. No.	App. Date.	Patent No.	Issue Date
Beverage dispensing system	29/274367	04/20/2007	D573,880	07/29/2008