

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6915607

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALTUM PACKAGING LP	09/14/2021
RECEIVING PARTY DATA		
Name:	CITIBANK, N.A.	
Street Address:	388 GREENWICH STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10013	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	29779607	
Application Number:	17314880	
Application Number:	29787481	
Application Number:	63197940	
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>		
Email:	megan.anderson@altiumpkg.com	
Correspondent Name:	MEGAN ANDERSON	
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Address Line 4:	ATLANTA, GEORGIA 30339	
ATTORNEY DOCKET NUMBER:	CITIBANK PATENT 2021 Q2	
NAME OF SUBMITTER:	MEGAN ANDERSON	
SIGNATURE:	/Megan Anderson/	
DATE SIGNED:	09/14/2021	
Total Attachments: 5		
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ABL PATENT SECURITY AGREEMENT SUPPLEMENT

This ABL PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of September 14, 2021 (this “**Patent Security Agreement Supplement**”), among Altium Packaging LP (the “**Grantor**”) and Citibank, N.A. (“**Citi**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain ABL Lien Pledge and Security Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Revolving Lenders (as defined below) have extended credit to Altium Packaging LLC, a Delaware limited liability company (the “**Administrative Borrower**”) and the Subsidiary Borrowers (as defined below) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**ABL Credit Agreement**”), by and among, the Administrative Borrower, the Subsidiary Borrowers from time to time party thereto (the “**Subsidiary Borrowers**”), Altium Intermediary LLC, a Delaware limited liability company (“**Holdings**”), the revolving lenders and issuing banks from time to time party thereto (collectively, the “**Revolving Lenders**”) and Citi, in its capacities as administrative agent and collateral agent for the Revolving Lenders, an issuing bank and swingline lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement, the Grantor and the Collateral Agent have entered into that certain ABL Patent Security Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Patent Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Patent Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Patent Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Additional Patent Collateral**”):

- A. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the right to sue third parties for past, present and future infringements of such Patent registrations and pending applications; and
- C. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (C) above, this Patent Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets.

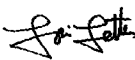
SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional 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 Patent Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

ALTIUM PACKAGING LP,
as Grantor

By: 

Name: Louis Lettes
Title: Chief Legal & Compliance Officer and
Secretary

CITIBANK, N.A.,
as Collateral Agent

By: Michelle Pratt
Name: Michelle Pratt
Title: Vice President

SCHEDULE I

PATENT APPLICATIONS

APPLICANT	APPLICATION NO. FILING DATE	TITLE
Altium Packaging LP	29/779,607 April 20, 2021	Container
Altium Packaging LP	17/314,880 May 7, 2021	Container and Method of Manufacturing the Same
Altium Packaging LP	29/787,481 June 7, 2021	CONTAINER
Altium Packaging LP	63/197,940 June 7, 2021	CONTAINER