

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6945912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
PPC RECLOSABLE PACKAGING, LLC			09/30/2021
RECEIVING PARTY DATA			
Name:	OWL ROCK CAPITAL CORPORATION, AS COLLATERAL AGENT		
Street Address:	399 PARK AVENUE, 38TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	7842365		
Patent Number:	9072414		
Patent Number:	11014323		
CORRESPONDENCE DATA			
Fax Number:	(213)891-8763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058516-0100		
NAME OF SUBMITTER:	RHONDA DELEON		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	09/30/2021		
Total Attachments: 5			
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PATENT SECURITY AGREEMENT, dated as of September 30, 2021 (this “Agreement”), among PPC Reclosable Packaging, LLC (the “Grantor”) and Owl Rock Capital Corporation, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of September 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among ASCEND INTERMEDIATE, LLC, a Delaware limited liability company (the “Holdings”), ASCEND BUYER, LLC, a Delaware limited liability company (the “Borrower”), the Lenders and the Issuing Banks from time to time party thereto and OWL ROCK CAPITAL CORPORATION, as Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of September 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The 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 the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under the United States issued and applied for Patents listed on Schedule I attached hereto, and the inventions, discoveries, designs and improvements claimed therein, (ii) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, renewals, substitutions and reexaminations thereof, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements or other violations of any of the foregoing (collectively, the “Patent Collateral”). This Agreement is not to be construed as an assignment of any Patent.

SECTION 3. Collateral Agreement. The 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. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall promptly execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Patent Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 5. Counterparts. 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.

SECTION 6. Governing Law. 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.

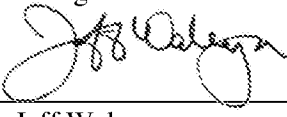
PPC RECLOSABLE PACKAGING, LLC,
as Grantor

By 

Name: Lyle Meshberger

Title: Chief Financial Officer

OWL ROCK CAPITAL CORPORATION, as
Collateral Agent

By:  _____
Name: Jeff Walwyn
Title: Authorized Signatory

Schedule I

Title	Country	App. No.	Date Filed	Patent No.	Grant Date	Status	Owner / Applicant
Resealable Label Flap And Base Material	US	11425291	6/20/06	7842365	11/30/10	Granted	PPC Reclosable Packaging, LLC
Standup Pouch With Dispensing Fitment	US	13405724	2/27/12	9072414	7/7/15	Granted	PPC Reclosable Packaging, LLC
Stand Up Pouch With Fitment	US	16585254	9/27/19	11014323	5/25/21	Granted	PPC Reclosable Packaging, LLC