

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6949915

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
WEATHERCHEM CORPORATION	10/04/2021
MOLD-RITE PLASTICS, LLC	10/04/2021
STULL TECHNOLOGIES LLC	10/04/2021

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	1800 CENTURY PARK EAST, SUITE 1100
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90067

PROPERTY NUMBERS Total: 58

Property Type	Number
Patent Number:	10589909
Patent Number:	10421597
Patent Number:	10173811
Patent Number:	9371162
Patent Number:	9327884
Patent Number:	9327883
Patent Number:	9321567
Patent Number:	8833584
Patent Number:	8720748
Patent Number:	8550313
Patent Number:	8272522
Patent Number:	8205761
Patent Number:	7946443
Patent Number:	7810680
Patent Number:	7743952
Patent Number:	7594588
Patent Number:	7594587
Patent Number:	7299952

PATENT

Property Type	Number
Patent Number:	7152763
Patent Number:	6880729
Patent Number:	6830721
Patent Number:	6761279
Patent Number:	6726063
Patent Number:	6510971
Application Number:	14728262
Application Number:	16819372
Patent Number:	D860792
Patent Number:	D731303
Patent Number:	D691047
Patent Number:	D686077
Patent Number:	D686073
Patent Number:	D679596
Patent Number:	D679595
Patent Number:	D679594
Patent Number:	D679593
Patent Number:	D679592
Patent Number:	D679591
Patent Number:	D679590
Patent Number:	D677161
Patent Number:	D666494
Patent Number:	D634198
Patent Number:	D633808
Patent Number:	D630511
Patent Number:	D628893
Patent Number:	D628892
Patent Number:	D628891
Patent Number:	D628890
Patent Number:	D628889
Patent Number:	D628888
Patent Number:	D628887
Patent Number:	D617191
Patent Number:	D616747
Patent Number:	D616746
Patent Number:	D616745
Patent Number:	D603703
Patent Number:	D603702

Property Type	Number
Patent Number:	D551448
Patent Number:	D902044

CORRESPONDENCE DATA

Fax Number: (617)341-7701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: LINDA A. SALERA, SENIOR PARALEGAL

Address Line 1: ONE FEDERAL STREET

Address Line 2: C/O MORGAN, LEWIS & BOCKIUS LLP

Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	LINDA A. SALERA
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	10/04/2021

Total Attachments: 12

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This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated October 4, 2021 is among the Persons listed on the signature pages hereof (collectively, the “Grantors”), and Wells Fargo Bank, National Association, as collateral agent (“Wells Fargo”) (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Montana MergerCo, LLC, a Delaware limited liability company (“Merger Sub” or the “Initial Borrower”), Valcour Packaging, LLC, a Delaware limited liability company (the “Company” or “Parent Borrower” and, together with the Initial Borrower, the “Borrower”), which, upon and immediately following the consummation of the Merger, shall succeed to all rights and obligations of the Initial Borrower under this IP Security Agreement and the other Loan Documents, Montana Intermediate, LLC, a Delaware limited liability company (“Holdings”), and the other Loan Parties party thereto from time to time, have entered into the ABL Credit and Guarantee Agreement, dated as of October 4, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Revolving Loans by the Lenders from time to time, the entry into Secured Swap Agreements or Hedge Agreements by the Hedge Providers from time to time and the entry into Secured Cash Management Agreements or Bank Product Agreements by the Bank Product Providers from time to time, each Grantor has executed and delivered that certain ABL Security Agreement, dated October 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as security for the payment or performance, as the case may be, in full of the Secured Obligations hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the “Collateral”):

a. all Patents, including, without limitation, those set forth in Schedule A hereto;

b. all Trademarks, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States “intent-to-use” trademark applications filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 (the “Lanham Act”), prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act), together with the goodwill symbolized thereby;

c. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

d. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks (as applicable) record this IP Security Agreement.

D. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This IP Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and

delivered shall be an original, but all of which shall together constitute one and the same instrument. This IP Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. SECTION 12.08 (*GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL*) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

G. Intercreditor Agreement. SECTION 26 (*ABL/TERM LOAN INTERCREDITOR AGREEMENT*) OF THE SECURITY AGREEMENT IS INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

Weatherchem Corporation

By: 

Name: Brian J. Bauerbach

Title: Chief Executive Officer

Mold-Rite Plastics, LLC

By: 

Name: Brian J. Bauerbach

Title: Chief Executive Officer

Stull Technologies LLC

By: 

Name: Brian J. Bauerbach

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 

Name: Minna Lee

Title: Authorized Signor

SCHEDULE A

U.S. Patents and Patent Applications¹

Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Sift-resistant dispensing closure	14/025,758	9/12/2013	10589909	3/17/2020	Granted	Weatherchem Corporation
Pill shelf flip cap closure	14/743,261	6/18/2015	10421597	9/24/2019	Granted	Weatherchem Corporation
Dual hinge flip flap closure	14/743,235	6/18/2015	10173811	1/8/2019	Granted	Weatherchem Corporation
One-piece dispensing closure	12/314,368	12/9/2008	9371162	6/21/2016	Granted	Weatherchem Corporation
Child-resistant flip-top closure	14/330,568	7/14/2014	9327884	5/3/2016	Granted	Gene R. Stull, Sr.
Full open disk dispensing closure	14/250,171	4/10/2014	9327883	5/3/2016	Granted	Weatherchem Corporation
Closure with tamper evident push-pull tether	13/839,887	3/15/2013	9321567	4/26/2016	Granted	Weatherchem Corporation
Closure with utensil retention mechanism	13/539,879	7/2/2012	8833584	9/16/2014	Granted	Weatherchem Corporation
Full open disk dispensing closure	12/899,278	10/6/2010	8720748	5/13/2014	Granted	Weatherchem Corporation
Sift-resistant dispensing closure	12/382,270	3/12/2009	8550313	10/8/2013	Granted	Weatherchem Corporation
Break-away impact-resistant tip*	11/899,506	9/6/2007	8272522	9/25/2012	Granted	MRP New Jersey LLC
Lightweight child-resistant closure*	12/625,997	11/25/2009	8205761	6/26/2012	Granted	MRP New Jersey LLC
Removable and reusable container closure with vent*	11/075,788	3/9/2005	7946443	5/24/2011	Granted	MRP New Jersey LLC
Shock resistant break-off top*	11/236,950	9/28/2005	7810680	10/12/2010	Granted	MRP New Jersey LLC
Double bead sealing system for container closure*	11/583,568	10/18/2006	7743952	6/29/2010	Granted	MRP New Jersey LLC
Removable locking container cover with slotted outer skirt*	11/654,322	1/17/2007	7594588	9/29/2009	Granted	MRP New Jersey LLC
Removable locking container cover*	11/542,547	10/3/2006	7594587	9/29/2009	Granted	MRP New Jersey LLC
Container closure and method of assembly*	11/175,587	7/6/2005	7299952	11/27/2007	Granted	MRP New Jersey LLC

¹ Patents marked with an asterisk (*) are presently held by MRP New Jersey LLC. The process to update title to Stull Technologies LLC with the USPTO will be a post-closing item.

Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Container closure and method of assembly*	10/888,162	7/8/2004	7152763	12/26/2006	Granted	MRP New Jersey LLC
Secure lock closure*	10/194,818	7/12/2002	6880729	4/19/2005	Granted	MRP New Jersey LLC
Liquid dispensing closure	10/342,556	1/15/2003	6830721	12/14/2004	Granted	Weatherchem Corporation
Combined container and closure	09/779,312	2/8/2001	6761279	7/13/2004	Granted	Weatherchem Corporation
Self-cleaning shape memory retaining valve*	10/116,366	4/4/2002	6726063	4/27/2004	Granted	MRP New Jersey LLC
Liquid dispensing closure	09/974,484	10/10/2001	6510971	1/28/2003	Granted	Weatherchem Corporation
Closure with tamper evident secondary piece	14/728,262	6/2/2015	--	--	Pending	Weatherchem Corporation
Sift-resistant dispensing closure	16/819,372	3/16/2020	--	--	Pending	Weatherchem Corporation
Container with a cylindrical shaped outer skirt	29/683,278	3/12/2019	D860792	9/24/2019	Granted	Mold-Rite Plastics, LLC
One-piece container with lid	29/414,152	2/24/2012	D731303	6/9/2015	Granted	Weatherchem Corporation
Hefty lug for a bottle cap	29/438,487	11/30/2012	D691047	10/8/2013	Granted	Philip Titherington
Disc top closure with wave contour	29/447,764	3/6/2013	D686077	7/16/2013	Granted	Stull Technologies, Inc. ²
Disc top closure with wave contour*	29/374,309	6/27/2011	D686073	7/16/2013	Granted	MRP New Jersey LLC
Lightweight closure with cathedral slotted side openings*	29/390,257	4/21/2011	D679596	4/9/2013	Granted	MRP New Jersey LLC
Lightweight closure with a cross bar top*	29/390,256	4/21/2011	D679595	4/9/2013	Granted	MRP New Jersey LLC
Lightweight closure with top spokes and center hole*	29/390,255	4/21/2011	D679594	4/9/2013	Granted	MRP New Jersey LLC
Lightweight closure with complete top spokes*	29/390,254	4/21/2011	D679593	4/9/2013	Granted	MRP New Jersey LLC



² The process to update title to Stull Technologies LLC with the USPTO will be a post-closing item.

Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Lightweight closure with step slotted side openings*	29/390,250	4/21/2011	D679592	4/9/2013	Granted	MRP New Jersey LLC
Lightweight closure with arrow slotted side openings*	29/390,248	4/21/2011	D679591	4/9/2013	Granted	MRP New Jersey LLC
Lightweight closure with top spokes*	29/390,245	4/21/2011	D679590	4/9/2013	Granted	MRP New Jersey LLC
Bottle cap	29/426,775	7/10/2012	D677161	3/5/2013	Granted	Philip Titherington
Flip top closure*	29/384,278	1/28/2011	D666494	9/4/2012	Granted	MRP New Jersey LLC
Dispensing closure for pourable material	29/363,320	6/8/2010	D634198	3/15/2011	Granted	Weatherchem Corporation
Bottle cap	29/380,141	12/1/2010	D633808	3/8/2011	Granted	Philip Titherington
Closure*	29/349,380	3/29/2010	D630511	1/11/2011	Granted	MRP New Jersey LLC
Dispensing closure	29/363,329	6/8/2010	D628893	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure	29/363,327	6/8/2010	D628892	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure	29/363,325	6/8/2010	D628891	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure	29/363,324	6/8/2010	D628890	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure	29/363,323	6/8/2010	D628889	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure for pourable material	29/363,319	6/8/2010	D628888	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure for pourable material	29/363,318	6/8/2010	D628887	12/14/2010	Granted	Weatherchem Corporation
Lightweight closure*	29/350,922	11/25/2009	D617191	6/8/2010	Granted	MRP New Jersey LLC
Lightweight closure cap*	29/350,943	11/25/2009	D616747	6/1/2010	Granted	MRP New Jersey LLC
Lightweight closure*	29/350,937	11/25/2009	D616746	6/1/2010	Granted	MRP New Jersey LLC
Lightweight closure cap*	29/350,926	11/25/2009	D616745	6/1/2010	Granted	MRP New Jersey LLC
Dispensing closure	29/311,864	7/16/2009	D603703	11/10/2009	Granted	Weatherchem Corporation
Dispensing closure	29/309,999	12/2/2008	D603702	11/10/2009	Granted	Weatherchem Corporation

Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Contact lens case*	29/259,647	5/12/2006	D551448	9/25/2007	Granted	MRP New Jersey LLC
Container with polygon shaped skirt	29/683,275	3/12/2019	D902044	11/17/2020	Granted	Mold-Rite Plastics, LLC




SCHEDULE B

U.S. Trademark Registrations and Applications

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
SLEEK CR	88914391	5/13/2020	6311111	3/30/2021	Registered - Supplemental Register	Mold-Rite Plastics, LLC
FLIP-N-SQUEEZE	88914429	5/13/2020	6412565	7/6/2021	Registered	Mold-Rite Plastics, LLC
SPICEGEN II	87203802	10/14/2016	5313354	10/17/2017	Registered	Mold-Rite Plastics, LLC
MRP MOLD-RITE PLASTICS INNOVATIVE. RELIABLE. RESPONSIVE. and Design 	85924504	5/6/2013	4469510	1/21/2014	Registered	Mold-Rite Plastics, LLC
ULTRA LIGHT	85917618	4/29/2013	4512868	4/8/2014	Registered - Supplemental Register	Stull Technologies, Inc. (New Jersey Corporation) ³
LIQUIFLAPPER	85777468	11/12/2012	4367768	7/16/2013	Registered	Weatherchem Corporation
EZ-SAFE	85665598	6/29/2012	4408232	9/24/2013	Registered	Mold-Rite Plastics, LLC
EZ-GRIP	85665430	6/29/2012	4426356	10/29/2013	Registered	Mold-Rite Plastics, LLC
MEGAFLAP	85658973	6/22/2012	4389338	8/20/2013	Registered	Weatherchem Corporation
STULL	78240767	4/22/2003	2834569	4/20/2004	Registered (Renewed)	MRP New Jersey LLC (a Delaware limited liability company) ⁴
Design Only 	77678257	2/25/2009	3871108	11/2/2010	Registered (Renewed)	Weatherchem Corporation
NUTRAGEN II	76676255	4/30/2007	3627392	5/26/2009	Registered (Renewed)	Weatherchem Corporation

³ The process to update title to Stull Technologies LLC with the USPTO will be a post-closing item.

⁴ The process to update title to Stull Technologies LLC with the USPTO will be a post-closing item.

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
FLAPMATE	76676254	4/30/2007	3576621	2/17/2009	Registered (Renewed)	Weatherchem Corporation
WEATHERCHEM INNOVATIVE DISPENSING CLOSURES and Design 	76676253	4/30/2007	3443398	6/10/2008	Registered (Renewed)	Weatherchem Corporation
Design Only 	76676252	4/30/2007	3400504	3/25/2008	Registered (Renewed)	Weatherchem Corporation
NUTRAFLAPPER	76361388	1/22/2002	2744393	7/29/2003	Registered (Renewed)	Weatherchem Corporation
12 and Design 	75358625	9/17/1997	2317625	2/15/2000	Registered (Renewed)	Mold-Rite Plastics, LLC
FLAPPER	73669788	7/1/1987	1476890	2/16/1988	Registered (Renewed)	Weatherchem Corporation
WEATHERCHEM	72414854	2/7/1972	0974773	12/18/1973	Registered (Renewed)	Weatherchem Corporation

SCHEDULE C

U.S. Copyright Registrations

Title	Registration No.	Registration Date	Owner
Cap illustration	VA0000511524	6/19/1992	Mold-Rite Plastics, LLC