

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7050045

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TEKNI-PLEX, INC.	11/11/2021
RECEIVING PARTY DATA		
Name:	BMO HARRIS BANK N.A.	
Street Address:	115 SOUTH LASALLE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	11148400	
Application Number:	63238675	
CORRESPONDENCE DATA		
Fax Number:	(212)735-2000	
<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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NAME OF SUBMITTER:	MICHAEL OREN EPSTEIN	
SIGNATURE:	/OE/	
DATE SIGNED:	12/01/2021	
Total Attachments: 5		
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ABL PATENT SECURITY AGREEMENT

(Patents and Patent Licenses)

ABL PATENT SECURITY AGREEMENT, dated as of November 11, 2021, between TEKNI-PLEX, INC., a Delaware corporation (the “**Grantor**”), and BMO HARRIS BANK N.A., as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Patent Licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Trident Intermediate, Inc., a Delaware corporation (“**Holdings**”), Trident TPI Holdings, Inc., a Delaware corporation (the “**Borrower**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto BMO Harris Bank N.A., as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a ABL Security Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Security Agreement**”), among the Borrower, the Guarantors party thereto and BMO Harris Bank N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this ABL Patent Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the ABL Security Agreement (or whose definitions are incorporated by reference in Section 1 of the ABL Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the ABL Security Agreement:

The Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Patent constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each issued Patent and Patent application referred to in Schedule 1 hereto;
- (ii) rights to sue for past, present or future infringements of the foregoing;
- (iii) each Patent License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and
- (iv) all Proceeds of and revenues from any of the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the ABL Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the ABL Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this ABL Patent Security Agreement and the provisions of the ABL Security Agreement, the provisions of the ABL Security Agreement shall govern.

[Signature Pages Follow]

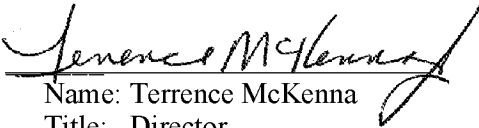
IN WITNESS WHEREOF, the Grantor has caused this ABL Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

TEKNI-PLEX, INC.

By: 
Name: David Waksman
Title: SVP, Chief Legal Officer and Secretary

Acknowledged:

BMO HARRIS BANK N.A., as Collateral Agent

By: 
Name: Terrence McKenna
Title: Director

Schedule 1
to ABL Patent Security Agreement

TEKNI-PLEX, INC.

PATENTS

Title	Filing Date/Issued Date	Status (Application/ Registered)	Application/ Registration No.
Thermally Laminated Tab Liner	October 19, 2021	Issued	11,148,400
Single Use Bioprocessing Bag	August 30, 2021	Application	63/238,675

PATENT LICENSES

None.