# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7096053

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Execution Date
BERLIN PACKAGING L.L.C.	12/28/2021

## **RECEIVING PARTY DATA**

Name:	GLAS AMERICAS LLC
Street Address:	3 SECOND STREET, SUITE 206
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07301

# **PROPERTY NUMBERS Total: 72**

Property Type	Number			
Patent Number:	10183790			
Patent Number:	D839732			
Patent Number:	D839744			
Patent Number:	D839741			
Patent Number:	D846993			
Patent Number:	D808279			
Patent Number:	D810577			
Patent Number:	D811885			
Patent Number:	D817177			
Patent Number:	D825333			
Patent Number:	10059492			
Patent Number:	D827436			
Patent Number:	D835990			
Patent Number:	9540151			
Patent Number:	9580231			
Patent Number:	D782909			
Patent Number:	D783408			
Patent Number:	D784810			
Patent Number:	D784818			
Patent Number:	D784814			

PATENT REEL: 058597 FRAME: 0854

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Property Type	Number			
Patent Number:	D791607			
Patent Number:	D792778			
Patent Number:	D792780			
Patent Number:	D792779			
Patent Number:	D797561			
Patent Number:	D798721			
Patent Number:	D799325			
Patent Number:	D799972			
Patent Number:	D800569			
Patent Number:	D801171			
Patent Number:	D801817			
Patent Number:	D802433			
Patent Number:	D747651			
Patent Number:	9302829			
Patent Number:	9345351			
Patent Number:	9359115			
Patent Number:	D758860			
Patent Number:	D759495			
Patent Number:	D766723			
Patent Number:	D766724			
Patent Number:	D766725			
Patent Number:	D771492			
Patent Number:	D773312			
Patent Number:	D732962			
Patent Number:	D734157			
Patent Number:	D732963			
Patent Number:	D734156			
Patent Number:	9079693			
Patent Number:	D735579			
Patent Number:	D736640			
Patent Number:	D741190			
Patent Number:	D744840			
Patent Number:	D744847			
Patent Number:	D746148			
Patent Number:	D719373			
Patent Number:	D719031			
Patent Number:	8833596			
Patent Number:	D710209			

Property Type	Number
Patent Number:	8746476
Patent Number:	8708149
Patent Number:	8689978
Patent Number:	8678189
Patent Number:	8579164
Patent Number:	8167220
Patent Number:	7938282
Patent Number:	D623954
Patent Number:	D603704
Patent Number:	D601026
Patent Number:	D573885
Patent Number:	D565958
Patent Number:	D528430
Patent Number:	D667307

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 13152647134

**Email:** sophiabyer@paulhastings.com

Correspondent Name: SOPHIA BYER Address Line 1: 200 PARK AVE

Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	SOPHIA BYER	
SIGNATURE:	/Sophia Byer/	
DATE SIGNED:	12/28/2021	
This document serves as an Oath/Declaration (37 CFR 1.63).		

### **Total Attachments: 6**

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#### **Notice of Grant of Security Interest in Patents**

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of December 28, 2021 (this "<u>Agreement</u>"), made by BERLIN PACKAGING L.L.C., a Delaware limited liability company (the "<u>Pledgor</u>"), in favor of GLAS AMERICAS LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (Second Lien), dated as of December 28, 2021 (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 GLAS AMERICAS LLC, 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 the 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 the Pledgor or in which the 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. The Pledgor hereby acknowledges and affirms that the rights, protections, indemnities, immunities 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

Title: Global Chief Financial Officer

**REEL: 058597 FRAME: 0859** 

## ACCEPTED AND AGREED:

GLAS AMERICAS LLC,

as Collateral Agent

By: Name:

Title:

.

LISHA DHN VICE PRESIDENT

# Schedule I to Notice of Grant of Security Interest in Patents

# Patents Owned by Pledgor

# U.S. Issued and Applied for Patents

Title	Application No.	Filing Date	Patent or Publ. No.	Issue or Publ. Date
Non-removable closure cap with a collar	15/361,841	11/28/2016	10,183,790	1/22/2019
Lid	29/634,086	1/18/2018	D839,732	2/5/2019
Bottle	29/619,769	10/2/2017	D839,744	2/5/2019
Dispensing bottle package	29/587,700	12/15/2016	D839,741	2/5/2019
Bottle	29/605,705	5/30/2017	D846,993	4/20/2019
Bottle	29/580,158	10/6/2016	D808279	1/23/2018
Bottle	29/545,234	11/11/2015	D810577	2/20/2018
Ribbed Container	29/594,985	2/24/2017	D811885	3/6/2018
Bottle	29/544,535	11/4/2015	D817177	5/8/2018
CONTAINER CLOSURE	29/572,164	7/26/2016	D825,333	8/14/2018
Dispensing Container Package	15/379,580	12/15/2016	10,059,492	08/28,2018
Lid	29/535,106	8/4/2015	D827,436	9/4/2018
Lid	29/634,082	1/18/2018	D835,990	12/18/2018
Twist closure for opening and closing containers	14/640,265	3/6/2015	9,540,151	1/10/2017
Container	14/599,861	1/19/2015	9,580,231	2/28/2017
Bottle	29/534,110	7/27/2015	D782,909	4/4/2017
Ornamental design for a ribbed container	29/514,970	1/19/2015	D783,408	4/11/2017
Container closure	29/509,788	11/21/2014	D784,810	04/25,2017
Bottle	29/558,920	3/23/2016	D784,818	4/25/2017
Bottle	29/554,369	2/11/2016	D784,814	4/25/2017
Bottle	29/547,212	12/2/2015	D791,607	7/11/2017
Bottle	29/555,052	2/18/2016	D792,778	7/25/2017
Bottle	29/554,524	2/12/2016	D792,780	7/25/2017
Bottle	29/566,849	6/3/2016	D792,779	7/25/2017
Bottle	29/563,826	5/9/2016	D797,561	9/19/2017
Bottle	29/547,213	12/2/2015	D798,721	10/3/2017
Bottle	29/571,475	7/19/2016	D799,325	10/10/2017
Bottle	29/572,196	7/26/2016	D799,972	10/17/2017
Bottle	29/570,441	7/8/2016	D800,569	10/24/2017
Pump handle	29/574,878	8/19/2016	D801,171	10/31/2017
Bottle	29/570,444	7/8/2016	D801,817	11/7/2017
Bottle	29/556,624	3/2/2016	D802,433	11/14/2017
Closure to a bottle	29/504,383	10/6/2014	D747,651	1/19/2016
Closure with channel entrance for a container	14/549,609	11/21/2014	9,302,829	4/5/2016
Liquid and solid packaging and mixing system and container	14/847,797	9/8/2015	9,345,351	5/24/2016
Push pull container closure	14/549,618	11/21/2014	9,359,115	6/7/2016
PUSH PULL CLOSURE	29/509,980	11/24/2014	D758,860	6/14/2016
Bottle	29/506,576	10/17/2014	D759495	6/21/2016
Bottle	29/534,111	7/27/2015	D766723	9/20/2016
Dome	27/334,111	1 112112013	1 100123	7/20/2010

Title	Application No.	Filing Date	Patent or Publ.	Issue or Publ. Date
Bottle	29/538,368	9/3/2015	D766724	9/20/2016
Bottle	29/497,921	7/30/2014	D766725	9/20/2016
Lid	29/537,971	8/31/2015	D771492	11/15/2016
Bottle	29/524,741	4/23/2015	D773312	12/6/2016
Bottle	29/469,076	10/7/2013	D732962	6/30/2015
Bottle	29/477,706	12/26/2013	D734157	7/14/2015
Bottle	29/459,120	6/26/2013	D732963	6/30/2015
Bottle	29/459,118	6/26/2013	D734156	7/14/2015
Bottle closure and method of using the same	13/961,863	8/7/2013	9.079,693	7/14/2015
Bottle	29/477,703	12/26/2013	D735579	8/4/2015
Bottle	29/451,188	3/28/2013	D736640	8/18/2015
Bottle	29/486,222	3/27/2014	D741,190	10/20/2015
Bottle	29/500,898	8/29/2014	D744840	12/8/2015
Bottle	29/496,446	7/14/2014	D744847	12/8/2015
Bottle	29/496,447	7/14/2014	D746148	12/29/2015
Disposable towelette dispenser	29/443,317	1/18/2013	D719,373	12/16/2014
Bottle	29/420,523	5/10/2012	D719,031	12/9/2014
Mounting bracket for a container	13/614,175	9/13/2012	8,833,596	9/16/2014
Bottle	29/451,065	3/27/2013	D710,209	8/5/2014
Closure having a seal piercing unit	12/658,756	2/11/2010	8,746,476	6/10/2014
Flip container for blister card medication holders	13/666,007	11/1/2012	8,708,149	4/29/2014
Hinged container holder for medication cards	13/666,037	11/1/2012	8,689,978	4/8/2014
Box type container holder for medication cards	13/666,053	11/1/2012	8,678,189	3/25/2014
DISPENSING BOWL ATTACHMENT FOR USE WITH A BOTTLE	13/613,962	9/13/2012	8,579,164	11/12/2013
Headpiece For Actuator	12/563,335	9/21/2009	8,167,220	5/1/2012
Closure for a Container	12/016,308	1/18/2008	7,938,282	5/10/2011
Container	29/344,061	9/23/2009	D623,954	9/21/2010
Closure	29/326,457	10/17/2008	D603,704	11/10/2009
Closure	29/326,455	10/17/2008	D601,026	9/29/2009
Closure	29/282,139	7/12/2007	D573,885	7/29/2008
Closure	29/283,714	8/21/2007	D565,958	4/8/2008
Syrup container	29/214,401	10/1/2004	D528,430	9/19/2006
Bottle	29/393,880	6/10/2011	D667307	9/18/2012

**RECORDED: 12/28/2021**