

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7418258

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	DISC GRAPHICS, INC.	07/06/2022
RECEIVING PARTY DATA		
Name:	NXT CAPITAL, LLC, AS ADMINISTRATIVE AGENT	
Street Address:	191 N. WACKER DR., 30TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Application Number:	13671779	
Application Number:	29471914	
Application Number:	29499771	
Application Number:	29545158	
Application Number:	12959702	
Application Number:	14022885	
Application Number:	14638214	
Application Number:	14246331	
CORRESPONDENCE DATA		
Fax Number:	(312)577-4565	
<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>		
Phone:	312-577-8265	
Email:	kristin.brozovic@katten.com	
Correspondent Name:	KRISTIN BROZOVIC C/O KATTEN	
Address Line 1:	525 W MONROE ST	
Address Line 4:	CHICAGO, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	342663-335	
NAME OF SUBMITTER:	KRISTIN BROZOVIC	
SIGNATURE:	/Kristin Brozovic/	

DATE SIGNED:	07/06/2022
Total Attachments: 5 source=NXT_Oliver - Patent Security Agreement (Executed)#page1.tif source=NXT_Oliver - Patent Security Agreement (Executed)#page2.tif source=NXT_Oliver - Patent Security Agreement (Executed)#page3.tif source=NXT_Oliver - Patent Security Agreement (Executed)#page4.tif source=NXT_Oliver - Patent Security Agreement (Executed)#page5.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 6, 2022, is made by DISC GRAPHICS, INC., a Delaware corporation (the “Grantor”), in favor of NXT CAPITAL, LLC (“NXT”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 6, 2022 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among (a) OLIVER INVESTORS, LP, a Delaware limited partnership, and immediately following the Closing Date Acquisition and Holdings Assumption, OLIVER PRINTING AND PACKAGING, INC., a Delaware corporation, (b) OLIVER ACQUISITION, LLC, a Delaware limited liability company, and immediately following the Closing Date Acquisition and Borrower Assumption, OLIVER PACKAGING, LLC, a Delaware limited liability company, (c) each other Person party thereto that is identified on the signature pages thereto or in a joinder thereto as a “Loan Party” (including, without limitation, the Grantor), (d) NXT CAPITAL, LLC, as Administrative Agent for the financial institutions from time to time party thereto as “Lenders” and (e) the Lenders from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Letter of Credit Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

(a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything to the contrary contained herein or in the Guaranty and Security Agreement, the Patent Collateral shall not include any Excluded Property.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DISC GRAPHICS, INC., a Delaware corporation, as
the Grantor

DocuSigned by:

By: Stephen Ernst
Name: Stephen Ernst
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

NXT CAPITAL, LLC, as Administrative Agent

By: _____
Name: Julia Allman
Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 060413 FRAME: 0279

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DISC GRAPHICS, INC., a Delaware corporation, as
the Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

NXT CAPITAL, LLC, as Administrative Agent

By: Julia Allman
Name: Julia Allman
Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 060413 FRAME: 0280

SCHEDULE I
TO

PATENT SECURITY AGREEMENT

United States Patents and Patent Applications

Grantor	Patent Registration Number	Patent Registration Date	Patent Application or Publication Number	Patent Application Date
Disc Graphics, Inc.	US 8919547	December 30, 2014	13/671779	November 8, 2012
Disc Graphics, Inc.	US D717164	November 11, 2014	29/471914	November 6, 2013
Disc Graphics, Inc.	US D742741	November 10, 2015	29/499771	August 19, 2014
Disc Graphics, Inc.	US D789788	June 20, 2017	29/545158	November 10, 2015
Disc Graphics, Inc.	US 8529422	September 10, 2013	12/959702	December 3, 2010
Disc Graphics, Inc.	US 10167105	January 1, 2019	14/022885	September 10, 2013
Disc Graphics, Inc.	US 9666230	May 30, 2017	14/638214	March 4, 2015
Disc Graphics, Inc.	US 9305598	April 5, 2016	14/246331	April 7, 2014