

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RANPAK CORP.	07/14/2022
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS LENDING PARTNERS LLC, AS COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	11325340
Patent Number:	11351750
Patent Number:	11358361
Patent Number:	11358362
Patent Number:	11352190
Application Number:	63267313
Application Number:	63337598
Application Number:	17742861
CORRESPONDENCE DATA	
Fax Number:	
<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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	STEWART WALSH
Address Line 1:	1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1739983 PAT
NAME OF SUBMITTER:	JENNY LIM
SIGNATURE:	/Jenny Lim/

PATENT

DATE SIGNED:	07/14/2022
Total Attachments: 6 source=Ranger - Patent Supplement (July 2022) [Executed]#page2.tif source=Ranger - Patent Supplement (July 2022) [Executed]#page3.tif source=Ranger - Patent Supplement (July 2022) [Executed]#page4.tif source=Ranger - Patent Supplement (July 2022) [Executed]#page5.tif source=Ranger - Patent Supplement (July 2022) [Executed]#page6.tif source=Ranger - Patent Supplement (July 2022) [Executed]#page7.tif	

FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of July 14, 2022 (this “**Patent Security Agreement Supplement**”), among Ranpak Corp., an Ohio corporation (the “**Grantor**”) and Goldman Sachs Lending Partners LLC, as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain U.S. First Lien Pledge and Security Agreement, dated as of June 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined in the Security Agreement) have extended credit to Ranger Packaging LLC, a Delaware limited liability company (the “**Initial U.S. Borrower**”) and Ranpak B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands (the “**Initial Dutch Borrower**”), subject to the terms and conditions set forth in that certain First Lien Credit Agreement dated as of June 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among the Initial U.S. Borrower, Ranger Pledgor LLC, a Delaware limited liability company (“**Initial Holdings**”), the Initial Dutch Borrower, the lenders and issuing banks from time to time party thereto, and Goldman Sachs Lending Partners LLC, in its capacities as administrative agent and collateral agent for the First Lien Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the Grantor and the Collateral Agent have entered into that certain First Lien Patent Security Agreement, dated as of June 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Patent Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Patent Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Patent Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Additional Patent Collateral**”):

- A. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the right to sue third parties for past, present and future infringements of such Patent registrations and pending applications; and
- C. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (C) above, this Patent Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets.

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 Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional 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 Patent Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement Supplement as of the day and year first above written.

RANPAK CORP.




Sara A. Horvath

By: _____

Name: Sara Horvath

Title: VP, General Counsel & Secretary

GOLDMAN SACHS LENDING PARTNERS LLC
as Collateral Agent

By: 
Name: 
Title: 

Douglas Torres
Authorized Signatory

SCHEDULE I

PATENT REGISTRATIONS

REGISTRANT	REGISTRATION NO.	REGISTRATION DATE	DESCRIPTION
Ranpak Corp.	11325340	05/10/2022	DUNNAGE CONVERSION MACHINE AND METHOD; <i>Alias:</i> <i>WrapPak (Wrapping Product)</i>
Ranpak Corp.	11351750	06/07/2022	EXPANDABLE SLIT- SHEET STOCK MATERIAL, DUNNAGE CONVERSION SYSTEM AND METHOD FOR EXPANDING; <i>Alias:</i> <i>Expandable Slit Sheet Material with Reinforcement Ties</i>
Ranpak Corp.	11358361	06/14/2022	FAN-FOLDED SHEET STOCK MATERIAL SUPPORT FOR USE WITH A DUNNAGE CONVERSION MACHINE AND METHOD; <i>Alias:</i> <i>Mid- Stack Supply Stand</i>
Ranpak Corp.	11358362	06/14/2022	DUNNAGE CONVERSION MACHINE AND METHOD; <i>Alias:</i> <i>WrapPak Paper Cutting Shard Elimination (Reduced Crumpling)</i>
Ranpak Corp.	11352190	06/07/2022	DUNNAGE CONVERSION MACHINE, HELICALLY- CRUMPLED DUNNAGE PRODUCT AND METHOD; <i>Alias:</i> <i>DaVinci Project Tubular Dunnage Product</i>

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	FILE DATE	DESCRIPTION
Ranpak Corp.	63/267,313	01/31/2022	APPARATUS AND METHOD FOR PRINTING ON A CONTAINER; <i>Alias: Printer Height Adjustment System for Random Packaging</i>
Ranpak Corp.	63/337,598	05/02/2022	PRODUCT PACKAGING MACHINE AND METHOD; <i>Alias: Flap 'It 2.0</i>
Ranpak Corp.	17/742,861	05/12/2022	FAN-FOLDED SHEET STOCK MATERIAL SUPPORT FOR USE WITH A DUNNAGE CONVERSION MACHINE AND METHOD; <i>Alias: Mid-Stack Supply Method</i>