

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7660924

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
JANSY PACKAGING, LLC	11/22/2022
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D708939
CORRESPONDENCE DATA	
Fax Number:	(212)354-8113
<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>	
Email:	iprecordations@whitecase.com
Correspondent Name:	SYDNEY CRUTE
Address Line 1:	1221 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	1117200-0330-CZ49
NAME OF SUBMITTER:	SYDNEY CRUTE
SIGNATURE:	/Sydney Crute/
DATE SIGNED:	11/23/2022
Total Attachments: 5	
source=Berlin - Notice of Grant of Security Interest in Patents (First Lien) [Executed]#page1.tif	
source=Berlin - Notice of Grant of Security Interest in Patents (First Lien) [Executed]#page2.tif	
source=Berlin - Notice of Grant of Security Interest in Patents (First Lien) [Executed]#page3.tif	
source=Berlin - Notice of Grant of Security Interest in Patents (First Lien) [Executed]#page4.tif	
source=Berlin - Notice of Grant of Security Interest in Patents (First Lien) [Executed]#page5.tif	

Notice of Grant of Security Interest in Patents

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of November 22, 2022 (this "Agreement"), made by JANSY PACKAGING, LLC, a Delaware limited liability company (the "Pledgor"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (First Lien), dated as of May 7, 2018 (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 Goldman Sachs Bank USA, 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 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.

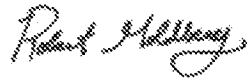
SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH 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.

JANSY PACKAGING, LLC,
as Pledgor

By: 
Name: Robert B. Goldberg
Title: Global CLO and Secretary

ACCEPTED AND AGREED:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: Brent Clough
Name: Brent Clough
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Patents

Patents Owned by Jansy Packaging, LLC

U.S. Patent Registrations

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
CONTAINER	D708939	7/15/2014

U.S. Patent Applications

None.