

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7979088

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRICORBRAUN INC.	04/28/2023
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	60 LIVINGSTON AVE
City:	SAINT PAUL
State/Country:	MINNESOTA
Postal Code:	55107
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	D941673
Patent Number:	D949013
Patent Number:	D949691
Patent Number:	11345529
Patent Number:	D965431
Patent Number:	D971733
Application Number:	63365926
Application Number:	29866203
Application Number:	29866215
Application Number:	63480400
Application Number:	29870220
Application Number:	63484110
CORRESPONDENCE DATA	
Fax Number:	(202)956-7069
<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:	2029567685
Email:	carrierr@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name:	RITA M. CARRIER
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Address Line 2:	SULLIVAN & CROMWELL LLP

PATENT

Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	024804.00003 (RMC)
NAME OF SUBMITTER:	RITA M. CARRIER
SIGNATURE:	/Rita M. Carrier/
DATE SIGNED:	05/30/2023
Total Attachments: 5 source=TricorBraun - 2L Patent Security Agreement Supplement No. 2 [Executed]#page1.tif source=TricorBraun - 2L Patent Security Agreement Supplement No. 2 [Executed]#page2.tif source=TricorBraun - 2L Patent Security Agreement Supplement No. 2 [Executed]#page3.tif source=TricorBraun - 2L Patent Security Agreement Supplement No. 2 [Executed]#page4.tif source=TricorBraun - 2L Patent Security Agreement Supplement No. 2 [Executed]#page5.tif	

SECOND LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

This SUPPLEMENT No. 2, dated as of April 28, 2023 (this “Supplement”), to the SECOND LIEN PATENT SECURITY AGREEMENT, dated as of March 3, 2021, as supplemented by that certain SUPPLEMENT No. 1, dated as of May 27, 2022 (as amended, restated, modified or supplemented from time to time, the “Patent Security Agreement”), is made by TRICORBRAUN INC., a Missouri corporation (the “Grantor”), in favor of U.S. BANK NATIONAL ASSOCIATION, as the collateral agent for the Secured Parties (together with its successors and assigns, the “Collateral Agent”).

WHEREAS, the Grantor is party to (i) that certain Second Lien Security Agreement, dated as of March 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, and the other grantors party thereto and the Collateral Agent, and (ii) the Patent Security Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Supplement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Patent applications set forth on Schedule A hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (the “Patent Collateral”); *provided* that “Patent Collateral” shall not include, and the Security Interest shall not attach to, any Excluded Assets as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Supplement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts.

(a) This Supplement may be executed in any number of 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 instrument. Any signature to this Supplement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Supplement.

(b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Supplement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein, and the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

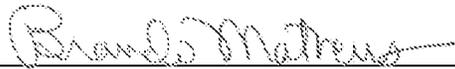
SECTION 6. Governing Law. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS SUPPLEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS SUPPLEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first above written.

TRICORBRAUN INC.

By: 
Name: Brandi Mathews
Title: Senior Vice President and
Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement Supplement]

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: 
Name: Brandon Bonfig
Title: Vice President

[Signature Page to Second Lien Patent Security Agreement Supplement]

SCHEDULE A

1. U.S. Patent Registrations

TITLE	REG. NUMBER	REG. DATE	APP. DATE	HOLDER
BOTTLE	D941,673	January 25, 2022	June 26, 2020	TricorBraun Inc.
INDICATOR FOR A CONTAINER CLOSURE	D949,013	April 19, 2022	April 30, 2019	TricorBraun Inc.
CONTAINER CLOSURE	D949,691	April 26, 2022	September 30, 2020	TricorBraun Inc.
PACKAGING INSERT FOR INDIVIDUAL CONTAINERS	11,345,529	May 31, 2022	June 21, 2019	TricorBraun Inc.
CONTAINER CLOSURE	D965,431	October 4, 2022	September 30, 2020	TricorBraun Inc.
CONTAINER	D971,733	December 6, 2022	February 1, 2021	TricorBraun Inc.

3. U.S. Patent Applications

TITLE	APP. NUMBER	APP. DATE	HOLDER
MULTI-COMPONENT PACKAGE CLOSURE	63/365,926	June 6, 2022	TricorBraun Inc.
CONTAINER	29/866,203	September 1, 2022	TricorBraun Inc.
CONTAINER	29/866,215	September 1, 2022	TricorBraun Inc.
CLOSURE FOR REFILLABLE CONTAINER	63/480,400	January 18, 2023	TricorBraun Inc.
BOTTLE	29/870,220	January 19, 2023	TricorBraun Inc.
DISPENSER CAP GUARD	63/484,110	February 9, 2023	TricorBraun Inc.