### 508359678 01/29/2024

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8406865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date	
WADDINGTON NORTH AMERICA, INC.	01/26/2024	

#### **RECEIVING PARTY DATA**

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	1100 NORTH MARKET STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	17687967
Application Number:	17837652
Application Number:	17974761

#### **CORRESPONDENCE DATA**

**Fax Number:** (202)408-3141

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:** 202-408-3121 X62348

**Email:** jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	01/29/2024

# **Total Attachments: 5**

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# **Notice of Grant of Security Interest in Intellectual Property**

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of January 26, 2024 (this "Notice"), made by WADDINGTON NORTH AMERICA, INC., a Massachusetts corporation (the "Pledgor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of April 13, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Clydesdale Acquisition Holdings, Inc., a Delaware corporation (the "Borrower"), each Subsidiary of the Borrower identified therein, Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein), and Credit Suisse AG, Cayman Islands AG, as Applicable Authorized Representative (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of 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 Pledgor or in which Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Patent Collateral") all Patents of the United States of America, including those listed on Schedule I;

SECTION 3. *Collateral 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 Collateral 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 Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Notice 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 Notice.

SECTION 5. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

WADDINGTON NORTH AMERICA, INC., as Pledgor

By:

Name: Dennis E. Norman

Title: Vice President, Treasurer and Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent,

By: Kaun Ferry
Name: Karen Ferry
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Patents (Novolex Repricing)]

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

# U.S. Patent Registrations

Current Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
WADDINGTON	Cup lid with roll and spill limiting	17687967	3/7/2022	11655080	5/23/2023
NORTH AMERICA,					
INC.					
WADDINGTON	Reclosable plastic container with	17837652	6/10/2022		
NORTH AMERICA,	readily apparent tamper evident				
INC.	feature				
WADDINGTON	System with multiple cutlery	17974761	10/27/2022		
	dispensers interchangeable between				
INC.	identical base retaining features				

**RECORDED: 01/29/2024**