

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI306418

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
F&S TOOL, INC.	06/13/2024
RECEIVING PARTY DATA	
Company Name:	BANK OF AMERICA, N.A.
Street Address:	100 N. Tryon St
Internal Address:	NC1-007-14-24
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Company Name:	UBS AG, STAMFORD BRANCH
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	9475246
Patent Number:	8585392
Patent Number:	10919201
Patent Number:	11084635
Patent Number:	D898572
Patent Number:	11376772
Patent Number:	11285646
Patent Number:	11511470
Application Number:	17986082
Application Number:	18339165
Application Number:	18296349
CORRESPONDENCE DATA	
Fax Number:	
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212)541-2000
Email: christina.londono@bclplaw.com
Correspondent Name: Christina Londono
Address Line 1: 1290 Avenue of the Americas
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	1142246.000020
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NAME OF SUBMITTER:	CHRISTINA LONDONO
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SIGNATURE:	CHRISTINA LONDONO
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DATE SIGNED:	06/18/2024
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Total Attachments: 10

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated and effective as of June 13, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), among the subsidiary of the Company (as defined below) identified on the signature pages hereto (such subsidiary, the “Grantor”), BANK OF AMERICA, N.A., as collateral agent (in such capacity, the “ABL Collateral Agent”) for the ABL Secured Parties, and UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the “Term Collateral Agent”, and together with the ABL Collateral Agent, the “Collateral Agents”) (as successor to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH in its capacity as collateral agent) for the Term Secured Parties.

WHEREAS, BERRY GLOBAL GROUP, INC., a Delaware corporation (“Holdings”), BERRY GLOBAL, INC., a Delaware corporation (the “Company”), the lenders and agents named therein, and UBS AG Cayman Islands Branch, as administrative agent for such lenders (as successor to Credit Suisse AG, Cayman Islands Branch in its capacity as administrative agent), are parties to that certain Second Amended and Restated Term Loan Credit Agreement dated as of April 3, 2007 (as amended, restated, supplement or otherwise modified from time to time, the “Term Loan Agreement”);

WHEREAS, Holdings, the Company, the lenders party thereto from time to time, Bank of America, N.A., as administrative agent, and the other parties thereto are parties to that certain Fourth Amended and Restated Revolving Credit Agreement dated as of June 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Revolving Credit Agreement”);

WHEREAS, the lenders party to each Credit Agreement have agreed to extend credit to the Company, in each case subject to the terms and conditions set forth in the respective Credit Agreements. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the Second Amended and Restated First Lien Guarantee and Collateral Agreement, dated as of April 3, 2007 among Holdings, the Company, each subsidiary of the Company identified therein and the Collateral Agents (as supplemented by the Supplement to the Collateral Agreement, dated as of the date hereof among, *inter alios*, the Grantor and the Collateral Agents, and as otherwise amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”). Terms defined in the Collateral Agreement and not otherwise defined herein are used herein as defined in the Collateral Agreement;

WHEREAS, under the terms of the Collateral Agreement, Grantor has granted to each of the (A) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and (B) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed under the terms of the Collateral Agreement to enter into this IP Security Agreement, for recording with the United States Patent and Trademark Office, the

United States Copyright Office (and any successor office or any similar office in any other country); and

WHEREAS, Holdings and the Subsidiary Parties are affiliates of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreements, and are willing to execute and deliver this Agreement in order to induce the Lenders to extend credit to the Company in accordance with the terms of the Credit Agreements.

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

SECTION 1. Grant of Security. Grantor hereby assigns and pledges to each of (A) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and (B) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, and hereby grants to each of (X) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and (Y) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (the "Collateral");

(a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), together with the goodwill symbolized thereby (the "Trademarks");

(c) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of Grantor's Obligations.

SECTION 3. Recordation. Grantor authorizes and requests that the United States Register of Copyrights, the United States Commissioner for Patents and the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement 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 agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, each Administrative Agent and each Collateral Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is in conflict with the Collateral Agreement, any Credit Agreement or any Intercreditor Agreement, the provisions of the Collateral Agreement, the applicable Credit Agreement or the applicable Intercreditor Agreement, as the case may be, shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Priority. Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing the Term Loan Obligations (as defined in the Senior Lender Intercreditor Agreement) granted on the Collateral or of any Liens securing the Revolving Facility Obligations (as defined in the Senior Lender Intercreditor Agreement) granted on the Collateral and notwithstanding any provision of any UCC, or any other applicable law or the Revolving Facility Documents or the Term Loan Documents or any defect or deficiencies in, or failure to perfect, the Liens securing the Revolving Facility Obligations or the Term Loan Obligations or any other circumstance whatsoever, the ABL Collateral Agent, on behalf of itself and the Revolving Facility Secured Parties and the Term Collateral Agent, on behalf of itself and the Term Loan Secured Parties each hereby agrees that the Liens of each Collateral Agent shall be of equal priority.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.


F&S TOOL, INC.

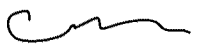
By: _____

Name: Jason K. Greene

Title: Executive Vice President, Chief
Counsel, and Secretary

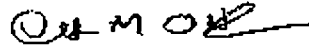
**UBS AG, STAMFORD BRANCH, (as successor
to Credit Suisse AG, Cayman Islands Branch)**
as Term Collateral Agent

By: 
Name: Vipul Dhadda_____
Title: Executive Director_____

By: 
Name: Cassandra Droogan_____
Title: Director_____

BANK OF AMERICA, N.A.,
as ABL Collateral Agent

By:

A handwritten signature in black ink, appearing to read "C. M. O'Halloran", with a stylized flourish at the end.

Name: Christopher M. O'Halloran
Title: Senior Vice President

[Signature Page to First Lien IP Security Agreement]

PATENT
REEL: 067757 FRAME: 0262

Schedule A **Patents**

Title	App. No.	Filing Date	Pub. No.	Pub. Date	Patent Number	Issue Date	Expiration Date	USPTO Recordation (Reel/Frame)
Method of Molding and Mold with Successive Stage Cooling Channels	14/049,568	09-Oct-2013	US-2014-0035194-A1	06-Feb-2014	9,475,246	25-Oct-2016	01-Feb-2032	031372/0632
Compression Molding with Successive Stage Cooling Channels	13/277,022	19-Oct-2011	US-2012-0301572-A1	29-Nov-2012	8,585,392	19-Nov-2013	01-Feb-2032	027096/0804
Blind Installation of Injection Mold Components	16/088,794	25-Sep-2018	US-2020-0061891-A1	27-Feb-2020	10,919,201	16-Feb-2021	27-Feb-2039	046984/0785
Child Resistant Pop-Top Vial	16/452,057	25-Jun-2019	US-2020-0031539-A1	30-Jan-2020	11,084,635	10-Aug-2021	25-Jun-2039	049676/0179
Child Resistant Pop-Top Vial	29/682,952	18-Mar-2019			D898,572	13-Oct-2020	13-Oct-2035	048590/0738

Title	App. No.	Filing Date	Pub. No.	Pub. Date	Patent Number	Issue Date	Expiration Date	USPTO Recordation (Reel/Frame)
Light Weight Mold Support Structure in a Single Dual Injection Molding Machine	16/274,744	13-Feb-2019	US-2019-0248053-A1	15-Aug-2019	11,376,772	05-Jul-2022	13-Feb-2039	048320/0819
Method for Molding a Closure and Gasket Combination	16/544,791	20-Aug-2019	US-2020-0061893-A1	27-Feb-2020	11,285,646	29-Mar-2022	20-Aug-2039	050448/0630
Slide Guidance and Wear Reduction for Injection Molding	16/801,986	26-Feb-2020	US-2020-0269481-A1	27-Aug-2020	11,511,470	29-Nov-2022	08-Mar-2041	052080/0981
Contact Lens Packaging	17/986,082	14-Nov-2022	US-2023-0144078-A1	11-May-2023				061819/0041
Post-Mold Processing of Pre-forms	18/339,165	21-Jun-2023	US-2023-0405911-A1	21-Dec-2023				064358/0282
Contaminant-Resistant Packaging	18/296,349	05-Apr-2023	US-2023-0312217-A1	05-Oct-2023				063508/0733

**Schedule B
Trademarks**

Mark	Registration No.	Goods or Services	Date of Registration	Status
RHINO LOCK (word mark)	6019706	IC 020: Nonmetal child resistant locks for pharmaceutical containers to prevent prying open	March 24, 2020	Registered
PHILIPS RX (word mark)	5389310	IC 017: Pharmaceutical containers sold empty and specially designed for holding pharmaceutical preparations	January 30, 2018	Registered
ULTRA COOL (word mark)	5444219	IC 040: Cooling of injection molding and compression molding	April 10, 2018	Registered

Schedule C

Copyrights

None.