

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI314927

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:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
Street Address:	100 Wall Street, Ste. 600
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
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:	
<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:	(212)541-2000
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ATTORNEY DOCKET NUMBER:	1142246.000020
NAME OF SUBMITTER:	CHRISTINA LONDONO
SIGNATURE:	CHRISTINA LONDONO
DATE SIGNED:	06/21/2024
Total Attachments: 7 source=II.C.009 First Lien Patent Security Agreement(615262033.1)#page1.tif source=II.C.009 First Lien Patent Security Agreement(615262033.1)#page2.tif source=II.C.009 First Lien Patent Security Agreement(615262033.1)#page3.tif source=II.C.009 First Lien Patent Security Agreement(615262033.1)#page4.tif source=II.C.009 First Lien Patent Security Agreement(615262033.1)#page5.tif source=II.C.009 First Lien Patent Security Agreement(615262033.1)#page6.tif source=II.C.009 First Lien Patent Security Agreement(615262033.1)#page7.tif	

FIRST LIEN PATENT SECURITY AGREEMENT

This **FIRST LIEN PATENT SECURITY AGREEMENT** (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “*Agreement*”), dated June 13, 2024, is entered into by the subsidiary of Berry Global, Inc. (the “*Issuer*”) identified on the signature pages hereto (such subsidiary, the “*Grantor*”) in favor of U.S. Bank Trust Company National Association (as successor to U.S. Bank National Association), as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties (the “*Secured Parties*”).

A. Reference is made to (i) that certain Indenture, dated as of June 5, 2019, between Berry Global Escrow Corporation and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee and collateral agent, as supplemented by the Supplemental Indenture dated as of July 1, 2019, among the Issuer, Berry Global Group, Inc., Berry Global Escrow Corporation and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, and the other parties thereto providing for the issuance of 4.875% First Priority Senior Secured Notes due 2026 (the “*2019 Indenture*”), (ii) that certain Indenture, dated as of January 2, 2020, by and among the Issuer, certain guarantors and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, providing for the issuance of 1.00% First Priority Senior Secured Notes due 2025 and 1.50% First Priority Senior Secured Notes due 2027 (the “*January 2020 Indenture*”), (iii) that certain Indenture, dated as of December 22, 2020, by and among the Issuer, certain guarantors and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, providing for the issuance of 1.57% First Priority Senior Secured Notes due 2026, as supplemented by that certain First Supplemental Indenture, dated as of March 4, 2021, among the Issuer, certain guarantors and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, providing for the issuance of 1.57% First Priority Senior Secured Notes due 2026 (the “*December 2020 Indenture*”), (iv) that certain Indenture, dated as of June 14, 2021, by and among the Issuer, certain guarantors and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, providing for the issuance of 1.65% First Priority Senior Secured Notes due 2027 (the “*June 2021 Indenture*”), (v) that certain Indenture, dated as of March 30, 2023, by and among the Issuer, certain guarantors and U.S. Bank Trust Company, National Association, as trustee, providing for the issuance of 5.50% First Priority Senior Secured Notes due 2028 (the “*March 2023 Indenture*”), (vi) that certain Indenture, dated as of January 17, 2024, by and among the Issuer, certain guarantors and U.S. Bank Trust Company, National Association, as trustee, providing for the issuance of 5.650% First Priority Senior Secured Notes due 2034 (the “*January 2024 Indenture*”), and (vii) that certain Indenture, dated as of May 28, 2024, by and among the Issuer, certain guarantors and U.S. Bank Trust Company, National Association, as trustee, providing for the issuance of 5.800% First Priority Senior Secured Notes due 2031 (the “*May 2024 Indenture*” and together with the 2019 Indenture, the January 2020 Indenture, the December 2020 Indenture, the June 2021 Indenture, the March 2023 Indenture and the January 2024 First Priority Senior Secured Notes Indenture the collectively, the “*Indentures*”).

B. The Issuer, each subsidiary of the Issuer identified therein as a party and the Collateral Agent have executed and delivered that a First Priority Notes Collateral Agreement, dated as of the date of the Indentures, in favor of the Collateral Agent (as amended, restated,

supplemented, waived or otherwise modified from time to time, collectively, the “*Collateral Agreements*”).

C. Pursuant to the terms of the Collateral Agreements, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Lien Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the applicable Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located:

(a) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including, but not limited to, the registrations and applications referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein,

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the applicable Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the applicable Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of a Collateral Agreement, the terms of the applicable Collateral Agreement shall control.

SECTION 4. RECORDATION. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this First Lien Patent Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived or terminated except (i) in accordance with the amendment provisions of the Collateral Agreements pursuant to which (subject to the provisions of the Indenture and the Intercreditor Agreement) the Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, or (ii) by the Collateral Agent amending Schedule A hereto to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**


(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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.


(REMAINDER OF THIS PAGE INTENTIONALLY LEFT 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

**U.S. BANK TRUST COMPANY NATIONAL
ASSOCIATION, as the Collateral Agent**

By: 
Name: James W. Hall
Title: Vice President

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
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

Title	App. No.	Filing Date	Pub. No.	Pub. Date	Patent Number	Issue Date	Expiration Date	USPTO Recordation (Reel/Frame)
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

PATENT

REEL: 067799 FRAME: 0882

RECORDED: 06/21/2024