# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI464576

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Execution Date
Corelle Brands LLC	08/23/2024

## **RECEIVING PARTY DATA**

Company Name:	MidCap Funding IV Trust, as Administrative Agent	
Street Address:	7255 Woodmont Avenue, Suite 300	
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814	

#### **PROPERTY NUMBERS Total: 23**

Property Type	Number		
Patent Number:	9295349		
Patent Number:	8870021		
Patent Number:	D651866		
Patent Number:	D651865		
Patent Number:	D636641		
Patent Number:	D633757		
Patent Number:	D660653		
Patent Number:	D652266		
Patent Number:	D634986		
Patent Number:	D632928		
Patent Number:	D662366		
Patent Number:	D647358		
Patent Number:	D632932		
Patent Number:	D633341		
Patent Number:	D623893		
Patent Number:	D669305		
Patent Number:	D647360		
Patent Number:	8490810		
Patent Number:	9827730		

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508734164

Property Type	Number
Patent Number:	D662766
Patent Number:	8596492
Patent Number:	8678230
Patent Number:	D631708

#### **CORRESPONDENCE DATA**

**Fax Number:** 3129932617

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:** (312)993-2617

**Email:** atoosa.nowrouzi@lw.com

Correspondent Name: Atoosa Nowrouzi

Address Line 1: C/O Latham and Watkins 330 N Wabash Ave

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 058728-0116 (AN)	
NAME OF SUBMITTER:	Atoosa Nowrouzi
SIGNATURE:	Atoosa Nowrouzi
DATE SIGNED:	08/29/2024

#### **Total Attachments: 5**

source=MidCap\_Housewares - 2nd A&R US Security Agreement - PSA (Corelle Brands LLC) (Executed)(153456177.1)#page1.tiff

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source=MidCap\_Housewares - 2nd A&R US Security Agreement - PSA (Corelle Brands LLC) (Executed)(153456177.1)#page5.tiff

PATENT

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#### U.S. Patent Security Agreement

U.S. Patent Security Agreement, dated as of August 23, 2024 (this "<u>Patent Security Agreement</u>"), by Corelle Brands LLC, a Delaware limited liability company (the "<u>Grantor</u>") in favor of MidCap Funding IV Trust, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "<u>Administrative Agent</u>").

#### WITNESSETH:

Whereas, the Grantor is a party to a Second Amended and Restated U.S. Security Agreement dated as of August 23, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

Now, therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

- Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. The Grantor hereby pledges and grants to the Administrative Agent, for its own benefit and for the benefit of the other Secured Parties, as collateral security for the payment and performance when due of all Secured Obligations, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (collectively, the "<u>Patent Collateral</u>"):
- (a) Patents of the Grantor listed on <u>Schedule I</u> attached hereto, together with any and all (i) inventions, designs and improvements described or claimed therein, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements, misappropriations or violations thereof; and
  - (b) all Proceeds of any and all of the foregoing (other than Excluded Assets).

Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict

PATENT REEL: 068447 FRAME: 0258 with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

Section 4. <u>Termination</u>. On the Termination Date or as otherwise set forth in <u>Section 11.5</u> of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

Section 5. Counterparts; Electronic Signatures. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. The words "execution," "signed," "signature," and words of like import in this Patent Security Agreement or in any amendment, supplement or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. <u>Governing Law</u>. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

[signature page follows]

PATENT REEL: 068447 FRAME: 0259 IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CORELLE BRANDS LLC, the Grantor

Name: Jamie P. Keller

Title: Chief Financial Officer,

Secretary and Treasurer

Accepted and Agreed:

## MIDCAP FUNDING IV TRUST, as

Administrative Agent

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP LLC, its general partner

By:

Name: Maurice Amsellem Title: Authorized Signatory

## SCHEDULE I

to

# US PATENT SECURITY AGREEMENT ISSUED US PATENTS AND PATENT APPLICATIONS

## **U.S. Issued Patents:**

	Name	Application No.	Application Date	Patent No.	Patent Date	Owner
1.	Method of merchandising modular home storage containers to allow consumers to maximize storage space	11584701	10/20/2006	8490810	7/23/2013	Corelle Brands LLC
2.	System for aiding the visual matching of containers having diverse openings with corresponding lids	12161320	7/17/2008	8596492	12/3/2013	Corelle Brands LLC
3.	Vessels with air-tight lid systems	13193456	7/28/2011	8678230	3/25/2014	Corelle Brands LLC
4.	Air-tight ceramic or glass vessels and lid systems	13193478	7/28/2011	8870021	10/28/2014	Corelle Brands LLC
5.	Methods for fabricating lids for vessels	14223637	3/24/2014	9827730	11/28/2017	Corelle Brands LLC
6.	Air-tight ceramic or glass vessels and lid systems	14523444	10/24/2014	9295349	3/29/2016	Corelle Brands LLC
7.	Lid for a container	29350067	11/10/2009	D623893	9/21/2010	Corelle Brands LLC
8.	Divided dish	29354490	1/25/2010	D633341	3/1/2011	Corelle Brands LLC
9.	Container and lid	29358095	3/22/2010	D631708	2/1/2011	Corelle Brands LLC
10.	Bowl and lid	29358174	3/23/2010	D636641	4/26/2011	Corelle Brands LLC
11.	Canister for dry foods	29358913	4/1/2010	D660653	5/29/2012	Corelle Brands LLC
12.	Container for cookies and other dry foods	29358924	4/1/2010	D662366	6/26/2012	Corelle Brands LLC
13.	Container and lid for cookies or other foods	29363245	6/7/2010	D634986	3/29/2011	Corelle Brands LLC
14.	Bowl and lid	29365704	7/13/2010	D633757	3/8/2011	Corelle Brands LLC
15.	Plastic lid	29366868	7/30/2010	D662766	7/3/2012	Corelle Brands LLC
16.	Lid for food storage vessels	29367143	8/3/2010	D669305	10/23/2012	Corelle Brands LLC
17.	Container with lid for cereal and other dry foods and the like	29368104	8/18/2010	D632932	2/22/2011	Corelle Brands LLC
18.	Container for cereal and other dry foods and the like	29368105	8/18/2010	D632928	2/22/2011	Corelle Brands LLC
19.	Container	29384333	1/29/2011	D652266	1/17/2012	Corelle Brands LLC
20.	Container lid	29384334	1/29/2011	D647358	10/25/2011	Corelle Brands LLC
21.	Bowl	29386898	3/5/2011	D651865	1/10/2012	Corelle Brands LLC
22.	Lids	29386899	3/5/2011	D647360	10/25/2011	Corelle Brands LLC
23.	Bowl	29390330	4/22/2011	D651866	1/10/2012	Corelle Brands LLC

# **U.S. Patent Applications:**

None.

PATENT REEL: 068447 FRAME: 0262

RECORDED: 08/29/2024