

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356768

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Successor Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2229629	NOMACORC	
<b>Registration Number:</b>	3470432	N NOMACORC	
<b>Registration Number:</b>	3854777	VALUE	
<b>Registration Number:</b>	3645141	O2INWINES	
<b>Registration Number:</b>	4140296	NOMASELECTOR	
<b>Registration Number:</b>	4119666	SELECT	
<b>Registration Number:</b>	1912552		
<b>Registration Number:</b>	1912553	SUPREMECORQ	
<b>Registration Number:</b>	1920917	SUPREMECORQ	
<b>Registration Number:</b>	2973670	SUPREMECORQ T-TOP	
<b>Registration Number:</b>	1920918	SUPREMECORQ	
<b>Serial Number:</b>	77820165	ULTRA	
<b>Serial Number:</b>	85408491	NOMACAP	
<b>Serial Number:</b>	86425318	PLANTCORC	
<b>Serial Number:</b>	86442887	POLYSCAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 2229629

TRADEMARK

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

**Phone:** 312/876-7628  
**Email:** linda.kastner@lw.com  
**Correspondent Name:** Linda R. Kastner, c/o Latham & Watkins  
**Address Line 1:** 330 North Wabash Avenue  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

**NAME OF SUBMITTER:** Linda Kastner

**SIGNATURE:** /lk/

**DATE SIGNED:** 09/29/2015

**Total Attachments: 43**

source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page1.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page2.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page3.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page4.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page5.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page6.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page7.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page8.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page9.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page10.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page11.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page12.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page13.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page14.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page15.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page16.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page17.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page18.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page19.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page20.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page21.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page22.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page23.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page24.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page25.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page26.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page27.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page28.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page29.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page30.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page31.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page32.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page33.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page34.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page35.tif

source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page36.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page37.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page38.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page39.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page40.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page41.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page42.tif  
source=Assignment of IP Security Agreement (Nomacorc - trademarks) EXECUTED)#page43.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, Nomacorc, LLC as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

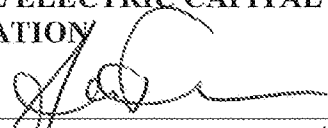
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows –*

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

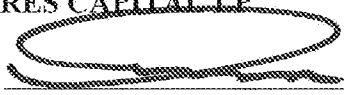
**RETIRING AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By:   
Name: STEVEN FLOWERS  
Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**ANTARES CAPITAL LP**

By:   
Name: DAVID BRACKETT  
Title: Duly Authorized Signatory

## **EXHIBIT A**

Trademark Security Agreement recorded with the United States Patent and Trademark Office on December 17, 2012 at Reel 4921, Frame 0217

Patent Security Agreement recorded with the United States Patent and Trademark Office on December 17, 2012 at Reel 029486, Frame 0124

Patent Security Agreement recorded with the United States Patent and Trademark Office on January 5, 2015 at Reel 034631, Frame 0507

Trademark Security Agreement recorded with the United States Patent and Trademark Office on January 5, 2015 at Reel 5433 Frame 0975

**EXHIBIT B**

See attached



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 19, 2012

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS  
233 S. WACKER DRIVE  
SUITE 5800  
CHICAGO, IL 60606

**900241501**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/17/2012

REEL/FRAME: 4921/0217  
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:  
NOMACORC, LLC

DOC DATE: 12/14/2012  
CITIZENSHIP: NORTH CAROLINA  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:  
GENERAL ELECTRIC CAPITAL  
CORPORATION, AS AGENT  
201 MERRITT 7  
NORWALK, CONNECTICUT 06851

CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

SERIAL NUMBER: 75328785  
REGISTRATION NUMBER: 2229629  
MARK: NOMACORC  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 07/22/1997  
REGISTRATION DATE: 03/02/1999

SERIAL NUMBER: 77187948  
REGISTRATION NUMBER: 3470432  
MARK: N NOMACORC

FILING DATE: 05/23/2007  
REGISTRATION DATE: 07/22/2008

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S) /NUMBER(S)



SERIAL NUMBER: 77380050  
REGISTRATION NUMBER: 3645141  
MARK: O2INWINES  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 01/24/2008  
REGISTRATION DATE: 06/23/2009

SERIAL NUMBER: 77820156  
REGISTRATION NUMBER: 3854777  
MARK: VALUE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/04/2009  
REGISTRATION DATE: 09/28/2010

SERIAL NUMBER: 77820165  
REGISTRATION NUMBER:  
MARK: ULTRA  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/04/2009  
REGISTRATION DATE:

SERIAL NUMBER: 85310532  
REGISTRATION NUMBER: 4119666  
MARK: SELECT  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/03/2011  
REGISTRATION DATE: 03/27/2012

SERIAL NUMBER: 85334715  
REGISTRATION NUMBER: 4140296  
MARK: NOMASELECTOR  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/01/2011  
REGISTRATION DATE: 05/08/2012

SERIAL NUMBER: 85408491  
REGISTRATION NUMBER:  
MARK: NOMACAP  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/26/2011  
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nomacorc, LLC		12/14/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2229629	NOMACORC	
Registration Number:	3470432	N NOMACORC	
Registration Number:	3854777	VALUE	
Registration Number:	3645141	O2INWINES	
Registration Number:	4140296	NOMASELECTOR	
Registration Number:	4119666	SELECT	
Serial Number:	77820165	ULTRA	
Serial Number:	85408491	NOMACAP	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312/876-7628		

OP \$215.00 2229629

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 14, 2012 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no lien on or security interest is granted on any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law and Jurisdiction. (a) This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (including, without limitation, any claims based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Trademark Security Agreement, each Grantor and each other party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Trademark Security Agreement shall limit the right of any party to commence any proceeding in any court of any other jurisdiction to the extent such party determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. The parties hereto (and, to the extent set forth in any other Loan Document, each Lender) hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

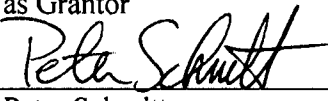
(d) Nothing contained in this Section 6 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

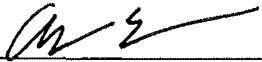
NOMACORC, LLC,  
as Grantor

By:   
Name: Peter Schmitt  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: \_\_\_\_\_ **Andrew J. Eversfield**  
Title: Its Duly Authorized Signatory **Duly Authorized Signatory**

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Registrations

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
US	NOMACORC Trademark	75/328,785	7/22/1997	2,229,629	3/2/1999	Registered
US	N NOMACORC Trademark	77/187,948	5/23/2007	3,470,432	7/22/2008	Registered
US	VALUE Trademark	77/820,156	9/4/2009	3,854,777	9/28/2010	Registered
US	O2INWINES Trademark	77/380,050	1/24/2008	3645141	6/23/2009	Registered
US	NOMASELECTOR Trademark	85334715	6/1/2011	4140296	5/8/2012	Registered

Applications

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
US	ULTRA Trademark	77/820,165	9/4/2009			Pending
US	NOMACAP	85/408,491	8/26/2011			Pending
US	SELECT Trademark	85/310,532	5/3/2011	4119666	3/27/2012	Pending





**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 19, 2012

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS  
233 S. WACKER DRIVE  
SUITE 5800  
CHICAGO, IL 60606

**502165905**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/17/2012

REEL/FRAME: 029486/0124  
NUMBER OF PAGES: 9

BRIEF: SECURITY AGREEMENT

ASSIGNOR:  
NOMACORC, LLC

DOC DATE: 12/14/2012

ASSIGNEE:  
GENERAL ELECTRIC CAPITAL  
CORPORATION, AS AGENT  
201 MERRITT 7  
NORWALK, CONNECTICUT 06851

APPLICATION NUMBER: 08932333  
PATENT NUMBER: 5904965  
TITLE: SYNTHETIC CLOSURE

FILING DATE: 09/17/1997  
ISSUE DATE: 05/18/1999

APPLICATION NUMBER: 09176563  
PATENT NUMBER: 6221450  
TITLE: SYNTHETIC CLOSURE

FILING DATE: 10/21/1998  
ISSUE DATE: 04/24/2001

APPLICATION NUMBER: 09275488  
PATENT NUMBER: 6221451  
TITLE: SYNTHETIC CLOSURE

FILING DATE: 03/24/1999  
ISSUE DATE: 04/24/2001

APPLICATION NUMBER: 09410728 FILING DATE: 10/01/1999  
PATENT NUMBER: 6355320 ISSUE DATE: 03/12/2002  
TITLE: SYNTHETIC CLOSURE AND MANUFACTURING PROCESS THEREOF

APPLICATION NUMBER: 09707198 FILING DATE: 11/06/2000  
PATENT NUMBER: 6616997 ISSUE DATE: 09/09/2003  
TITLE: SYNTHETIC CLOSURE

APPLICATION NUMBER: 10066104 FILING DATE: 10/29/2001  
PATENT NUMBER: 6733706 ISSUE DATE: 05/11/2004  
TITLE: SYNTHETIC CLOSURE AND MANUFACTURING PROCESS THEREOF

APPLICATION NUMBER: 10409774 FILING DATE: 04/08/2003  
PATENT NUMBER: 6911171 ISSUE DATE: 06/28/2005  
TITLE: SYNTHETIC CLOSURE

APPLICATION NUMBER: 11157543 FILING DATE: 06/21/2005  
PATENT NUMBER: 7770747 ISSUE DATE: 08/10/2010  
TITLE: SYNTHETIC CLOSURE

APPLICATION NUMBER: 12291880 FILING DATE: 11/14/2008  
PATENT NUMBER: ISSUE DATE:  
TITLE: MULTI-COMPONENT SYNTHETIC CLOSURE AND METHOD OF MANUFACTURE

APPLICATION NUMBER: 12658222 FILING DATE: 02/03/2010  
PATENT NUMBER: ISSUE DATE:  
TITLE: SYNTHETIC CLOSURE

APPLICATION NUMBER: 12733576 FILING DATE: 03/08/2011  
PATENT NUMBER: ISSUE DATE:  
TITLE: CLOSURE/STOPPER WITH MULTI-LAYER FILM AFFIXED THERETO

APPLICATION NUMBER: 13012670 FILING DATE: 01/24/2011  
PATENT NUMBER: ISSUE DATE:  
TITLE: CLOSURE FOR A PRODUCT RETAINING CONTAINER

APPLICATION NUMBER: 13416006 FILING DATE: 03/09/2012  
PATENT NUMBER: ISSUE DATE:  
TITLE: CLOSURE FOR A PRODUCT RETAINING CONTAINER

APPLICATION NUMBER: 29382250 FILING DATE: 12/30/2010  
PATENT NUMBER: D661210 ISSUE DATE: 06/05/2012  
TITLE: ANALYTICAL INSTRUMENT

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nomacorc, LLC	12/14/2012
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	5904965
Patent Number:	6221450
Patent Number:	6355320
Patent Number:	6733706
Patent Number:	6221451
Patent Number:	6616997
Patent Number:	6911171
Patent Number:	7770747
Patent Number:	D661210
Application Number:	12733576
Application Number:	12291880
Application Number:	12658222
Application Number:	13012670
Application Number:	13416006
CORRESPONDENCE DATA	

OP \$560.00 5904965

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 14, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 14, 2012 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law and Jurisdiction. (a) This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (including, without limitation, any claims based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Patent Security Agreement, each Grantor and each other party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Patent Security Agreement shall limit the right of any party to commence any proceeding in any court of any other jurisdiction to the extent such party determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. The parties hereto (and, to the extent set forth in any other Loan Document, each Lender) hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(d) Nothing contained in this Section 6 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

NOMACORC, LLC,

as Grantor

By:  \_\_\_\_\_

Name: Peter Schmitt

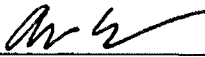
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

TRADEMARK  
REEL: 005633 FRAME: 0157

ACCEPTED AND AGREED  
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:  \_\_\_\_\_

Name: \_\_\_\_\_ **Andrew J. Eversfield**  
Title: Its Duly Authorized Signatory **Duly Authorized Signatory**

[Signature Page to Patent Security Agreement]



SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. Applications

<u>Ref</u>	<u>Status</u>	<u>Country</u>	<u>Internal Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
Family 6	Pending	U S A	Barrier Film (Complete I)	12/733,576	11.09.2008			
Family 7	Pending	U S A	Inline-Printing Patent	12/291,880	14.11.2008			
Family 8	Pending	U S A	Stearamides (Complete II)	12/658,222	09.02.2009			
Family 9	Pending	U S A	End Printing	13/012,670	24.01.2011			
Family	Pending	U S A	Oxygen Releasing Screw Cap Liner (Smart Liner I)	13/416,006	09.03.2012			
Family	Pending	U S A	Nomasense Handheld Device	29/382,250	30.12.2010	D661210		

2. Registrations

<u>Ref</u>	<u>Status</u>	<u>Country</u>	<u>Internal Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
Family 1	Issued	U S A	Synthetic Closure (Original Patent)	08/932,333	24.04.1997	5,904,965	18.05.1999	24.04.2017
Family 1	Issued	U S A	Synthetic Closure (Original Patent)	09/176,563	24.04.1997	6,221,450	24.04.2001	24.04.2017
Family 2	Issued	U S A	Synthetic closure and manufacturing process thereof	09/410,728	01.10.1999	6,355,320	12.03.2002	01.10.2019
Family 2	Issued	U S A	Synthetic closure and manufacturing process thereof	10/066,104	29.10.2001	6,733,706	11.05.2004	15.07.2019
Family 3	Issued	U S A	Synthetic closure	09/275,488	24.03.1999	6,221,451	24.04.2001	24.04.2017
Family 3	Issued	U S A	Synthetic closure	09/707,198	06.11.2000	6,616,997	09.09.2003	24.04.2017
Family 4	Issued	U S A	Synthetic Closure with dual or multiple outer layer	10/409,774	08.04.2003	6,911,171	28.06.2005	24.04.2017

<u>Ref</u>	<u>Status</u>	<u>Country</u>	<u>Internal Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
Family 4	Issued	U S A	Synthetic closure with dual or multiple outer layer	11/157,543	21.06.2005	7,770,747	10.08.2010	14.03.2021

TRADEMARK  
REEL: 005633 FRAME: 0160

[Signature Page to Patent Security Agreement]

US\_ACTIVE\44159718\265623.0006



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 6, 2015

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS  
330 NORTH WABASH AVENUE  
SUITE 2800  
CHICAGO, IL 60611

# 503122316

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/05/2015

REEL/FRAME: 034631/0507  
NUMBER OF PAGES: 9

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

NOMACORC, LLC

DOC DATE: 01/05/2015

ASSIGNEE:

GENERAL ELECTRIC CAPITAL  
CORPORATION, AS AGENT  
201 MERRITT 7  
NORWALK, CONNECTICUT 06851

APPLICATION NUMBER: 08671807

FILING DATE: 06/25/1996

PATENT NUMBER: 5692629

ISSUE DATE: 12/02/1997

TITLE: MOLDED CLOSURE FOR A LIQUID CONTAINER HAVING PRINTING THEREON

APPLICATION NUMBER: 08807639

FILING DATE: 02/27/1997

PATENT NUMBER: 5710184

ISSUE DATE: 01/20/1998

TITLE: MOLDED STYRENE BLOCK COPOLYMER CLOSURE FOR A LIQUID CONTAINER

APPLICATION NUMBER: 11235403

FILING DATE: 09/26/2005

PATENT NUMBER: 7314661

ISSUE DATE: 01/01/2008

TITLE: SYNTHETIC CLOSURES HAVING IMPROVED PHYSICAL PROPERTIES

APPLICATION NUMBER: 13674164 FILING DATE: 11/12/2012  
PATENT NUMBER: ISSUE DATE:  
TITLE: CLOSURES FOR A PRODUCT RETAINING CONTAINER AND RELATED SYSTEMS  
AND METHODS

APPLICATION NUMBER: 13911434 FILING DATE: 06/06/2013  
PATENT NUMBER: ISSUE DATE:  
TITLE: CLOSURE FOR A PRODUCT-RETAINING CONTAINER

APPLICATION NUMBER: 13911477 FILING DATE: 06/06/2013  
PATENT NUMBER: ISSUE DATE:  
TITLE: METHOD OF PREPARING A CLOSURE FOR A PRODUCT-RETAINING CONTAINER

APPLICATION NUMBER: 14086367 FILING DATE: 11/21/2013  
PATENT NUMBER: ISSUE DATE:  
TITLE: ELECTROANALYTICAL METHODS FOR PREDICTING THE OXIDABILITY OF A  
WINE OR A GRAPE MUST AND RELATED SYSTEMS

APPLICATION NUMBER: 14175266 FILING DATE: 02/07/2014  
PATENT NUMBER: ISSUE DATE:  
TITLE: CLOSURE FOR A PRODUCT-RETAINING CONTAINER

APPLICATION NUMBER: 14246627 FILING DATE: 04/07/2014  
PATENT NUMBER: ISSUE DATE:  
TITLE: CLOSURE FOR A PRODUCT-RETAINING CONTAINER

APPLICATION NUMBER: 14263473 FILING DATE: 04/28/2014  
PATENT NUMBER: ISSUE DATE:  
TITLE: CLOSURE FOR A PRODUCT-RETAINING CONTAINER

APPLICATION NUMBER: 14315840 FILING DATE: 06/26/2014  
PATENT NUMBER: ISSUE DATE:  
TITLE: APPARATUS, METHOD AND SYSTEM FOR REDUCING THE OXYGEN CONTENT IN  
A PRODUCT CONTAINER

APPLICATION NUMBER: 29103610 FILING DATE: 04/15/1999  
PATENT NUMBER: D435217 ISSUE DATE: 12/19/2000  
TITLE: SYNTHETIC CORK FOR A LIQUID CONTAINER

APPLICATION NUMBER: 61842688 FILING DATE: 07/03/2013  
PATENT NUMBER: ISSUE DATE:  
TITLE: APPARATUS, METHOD AND SYSTEM FOR REDUCING THE OXYGEN CONTENT IN  
A PRODUCT CONTAINER

APPLICATION NUMBER: 62015037 FILING DATE: 06/20/2014  
PATENT NUMBER: ISSUE DATE:  
TITLE: MULTI-COMPONENT SYNTHETIC CLOSURE AND METHOD OF MANUFACTURE  
THEREOF

APPLICATION NUMBER: 62034689 FILING DATE: 08/07/2014  
PATENT NUMBER: ISSUE DATE:  
TITLE: CLOSURE FOR A PRODUCT-RETAINING CONTAINER

APPLICATION NUMBER: FILING DATE: 06/06/2013  
PATENT NUMBER: ISSUE DATE:  
PCT NUMBER: US2013044475  
TITLE: METHOD OF PREPARING A CLOSURE FOR A PRODUCT-RETAINING CONTAINER

APPLICATION NUMBER: FILING DATE: 11/21/2013  
PATENT NUMBER: ISSUE DATE:  
PCT NUMBER: US2013071242  
TITLE: ELECTROANALYTICAL METHOD FOR PREDICTING THE OXIDABILITY OF A  
WINE OR A GRAPE MUST

APPLICATION NUMBER: FILING DATE: 02/07/2014  
PATENT NUMBER: ISSUE DATE:  
PCT NUMBER: US2014015313  
TITLE: CLOSURE FOR A PRODUCT-RETAINING CONTAINER

APPLICATION NUMBER: FILING DATE: 04/07/2014  
PATENT NUMBER: ISSUE DATE:  
PCT NUMBER: US2014033177  
TITLE: CLOSURE FOR A PRODUCT-RETAINING CONTAINER

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3168924

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
NOMACORC, LLC	01/05/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT
<b>Street Address:</b>	201 MERRITT 7
<b>City:</b>	NORWALK
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06851

**PROPERTY NUMBERS Total: 19**

Property Type	Number
Patent Number:	5692629
Patent Number:	5710184
Patent Number:	D435217
Patent Number:	7314661
Application Number:	13674164
Application Number:	13911477
Application Number:	13911434
Application Number:	14086367
Application Number:	14175266
Application Number:	14246627
Application Number:	61842688
Application Number:	14315840
Application Number:	62015037
Application Number:	62034689
Application Number:	14263473
PCT Number:	US2013044475
PCT Number:	US2013071242
PCT Number:	US2014015313
PCT Number:	US2014033177

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 5, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of December 14, 2012, in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law and Jurisdiction. (a) This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (including, without limitation, any claims based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).



(b) Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Patent Security Agreement, each Grantor and each other party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Patent Security Agreement shall limit the right of any party to commence any proceeding in any court of any other jurisdiction to the extent such party determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. The parties hereto (and, to the extent set forth in any other Loan Document, each Lender) hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(d) Nothing contained in this Section 6 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

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.

**NOMACORC, LLC,**  
as Grantor

By: 

Name: Lats von Kantzow

Title: President and CEO

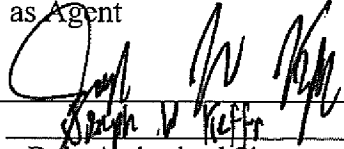
[Signature Page to Patent Security Agreement]

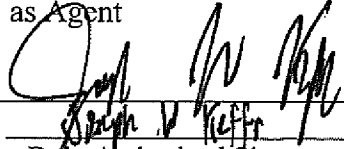
**TRADEMARK**  
**REEL: 005633 FRAME: 0168**

ACCEPTED AND AGREED  
as of the date first written above:

**GENERAL ELECTRIC CAPITAL CORPORATION,**

as Agent

By:  \_\_\_\_\_

Name:  \_\_\_\_\_

Title: Its Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

**TRADEMARK**  
**REEL: 005633 FRAME: 0169**

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Pending and Issued U.S. Patents

1. REGISTERED PATENTS

Status	Country	Internal Title	Appl. No.	Filing Date	Patent No.	Reg. Date	Owner
Issued	USA	Molded closure for a liquid container having printing thereon	08/671,807	05.05.1993	5,692,629	02.12.1997	Nomacorc, LLC
Issued	USA	Molded styrene block copolymer closure for a liquid container	08/807,639	05.05.1993	5,710,184	20.01.1998	Nomacorc, LLC
Issued	USA	Synthetic cork for a liquid container	29/103,610	15.04.1999	D435,217	19.12.2000	Nomacorc, LLC
Issued	USA	Synthetic closures having improved physical properties	11/235,403	26.09.2005	7,314,661	01.01.2008	Nomacorc, LLC

2. PATENT APPLICATIONS

Status	Country	Internal Title	Appl. No.	Filing Date	Patent No.	Reg. Date	Owner
Pending	USA	Closures for a product retaining container and related systems and methods	13/674,164	12.11.2012			Nomacorc, LLC
Pending	USA	Method of preparing a closure for a product-retaining container	13/911,477	06.06.2013			Nomacorc, LLC
Pending	USA	Closure for a product-retaining container	13/911,434	06.06.2013			Nomacorc, LLC
Pending	USA	Electroanalytical methods for predicting the oxidability of a wine or a grape must and related systems	14/086,367	21.11.2013			Nomacorc, LLC

Status	Country	Internal Title	Appl. No.	Filing Date	Patent No.	Reg. Date	Owner
Pending	USA	Closure for a product-retaining container	14/175,266	07.02.2014			Nomacorc, LLC
Pending	USA	Closure for a product-retaining container	14/246,627	07.04.2014			Nomacorc, LLC
Pending	USA - provisional	NomaLine	61/842,688	03.07.2013			Nomacorc, LLC
Pending	USA	NomaLine	14/315,840	26.06.2014			Nomacorc, LLC
Pending	USA - provisional	Improve Inline Printing	62/015,037	20.06.2014			Nomacorc, LLC
Pending	USA - provisional	Hybrid Closures	62/034,689	07.08.2014			Nomacorc, LLC
Pending	USA	Closure for a product-retaining container	14/263,473	28.04.2014			Nomacorc LLC
Pending	PCT	Rough Cut	PCT/US2013/044475	06/06/2013			Nomacorc LLC
Pending	PCT	Electrochemistry	PCT/US2013/071242	11/21/2013			Nomacorc LLC
Pending	PCT	Cork Polymer Composites	PCT/US2014/015313	02/07/2014			Nomacorc LLC
Pending	PCT	Recovery	PCT/US2014/033177	04/07/2014			Nomacorc LLC



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 6, 2015

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS  
330 NORTH WABASH AVENUE  
SUITE 2800  
CHICAGO, IL 60611

# 900311671

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/05/2015

REEL/FRAME: 5433/0975  
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:  
NOMACORC, LLC

DOC DATE: 01/05/2015  
CITIZENSHIP: NORTH CAROLINA  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:  
GENERAL ELECTRIC CAPITAL  
CORPORATION, AS AGENT  
201 MERRITT 7  
NORWALK, CONNECTICUT 06851

CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

SERIAL NUMBER: 74473627  
REGISTRATION NUMBER: 1912552  
MARK:

FILING DATE: 12/21/1993  
REGISTRATION DATE: 08/15/1995

DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 74473719  
REGISTRATION NUMBER: 1920917  
MARK: SUPREMECORQ

FILING DATE: 12/21/1993  
REGISTRATION DATE: 09/19/1995

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 74473922 FILING DATE: 12/21/1993  
REGISTRATION NUMBER: 1912553 REGISTRATION DATE: 08/15/1995  
MARK: SUPREMECORQ  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74473923 FILING DATE: 12/21/1993  
REGISTRATION NUMBER: 1920918 REGISTRATION DATE: 09/19/1995  
MARK: SUPREMECORQ  
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN  
STYLIZED FORM

SERIAL NUMBER: 78292459 FILING DATE: 08/26/2003  
REGISTRATION NUMBER: 2973670 REGISTRATION DATE: 07/19/2005  
MARK: SUPREMECORQ T-TOP  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 86425318 FILING DATE: 10/16/2014  
REGISTRATION NUMBER: REGISTRATION DATE:  
MARK: PLANTCORC  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86442887 FILING DATE: 11/03/2014  
REGISTRATION NUMBER: REGISTRATION DATE:  
MARK: POLYSCAN  
DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
---

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM327897

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nomacorrc, LLC		01/05/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	201 Merritt 7
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06851
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1912552	
<b>Registration Number:</b>	1912553	SUPREMECORQ
<b>Registration Number:</b>	1920917	SUPREMECORQ
<b>Registration Number:</b>	2973670	SUPREMECORQ T-TOP
<b>Registration Number:</b>	1920918	SUPREMECORQ
<b>Serial Number:</b>	86425318	PLANTCORC
<b>Serial Number:</b>	86442887	POLYSCAN

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767

*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:** 312/876-7628

**Email:** linda.kastner@lw.com

**Correspondent Name:** Linda R. Kastner, c/o Latham & Watkins

**Address Line 1:** 330 North Wabash Avenue

**Address Line 2:** Suite 2800

**Address Line 4:** Chicago, ILLINOIS 60611

<b>NAME OF SUBMITTER:</b>	Linda Kastner
---------------------------	---------------

OP \$190.00 1912552



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 5, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of December 14, 2012, in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no lien on or security interest is granted on any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law and Jurisdiction. (a) This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (including, without limitation, any claims based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Trademark Security Agreement, each Grantor and each other party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Trademark Security Agreement shall limit the right of any party to commence any proceeding in any court of any other jurisdiction to the extent such party determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. The parties hereto (and, to the extent set forth in any other Loan Document, each Lender) hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(d) Nothing contained in this Section 6 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NOMACORC, LLC,**  
as Grantor

By:   
Name: Lars von Kantzow  
Title: President and CEO

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first written above:

**GENERAL ELECTRIC CAPITAL CORPORATION,**

as Agent

By: 

Name: \_\_\_\_\_

Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005633 FRAME: 0179**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Applications/Registrations

1. REGISTERED TRADEMARKS

Country	Trademark	Serial No.	File Date	Reg. No.	Reg. Date	Owner
USA	SUPREME CORQ (Design)	74/473,627	12/21/1993	1,912,552	8/15/1995	Nomacorc, LLC
USA	SUPREME CORQ	74/473,922	12/21/1993	1,912,553	8/15/1995	Nomacorc, LLC
USA	SUPREME CORQ and Design	74/473,719	12/21/1993	1,920,917	9/19/1995	Nomacorc, LLC
USA	SUPREME CORQ T-TOP	78/292,459	8/26/2003	2,973,670	7/19/2005	Nomacorc, LLC
USA	SUPREME CORQ (Stylized)	74/473,923	12/21/1993	1,920,918	9/19/1995	Nomacorc, LLC

2. TRADEMARK APPLICATIONS

Country	Trademark	Serial No.	File Date	Reg. No.	Reg. Date	Owner
USA	PLANTCORC	86/425,318	10/16/2014			Nomacorc, LLC
USA	POLYSCAN	86/442,887	11/3/2014			Nomacorc, LLC