

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHARMA PACKAGING SOLUTIONS, LLC		12/22/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE, HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5116989	PHARMA PACKAGING SOLUTIONS	
Registration Number:	3712499	CRX	
Registration Number:	4074543	PHARMA PACKAGING SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	51285-32980		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	12/22/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of December 22, 2021, is made by PHARMA PACKAGING SOLUTIONS, LLC (“Grantor”) in favor of SILICON VALLEY BANK (“SVB”) pursuant to the Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Loan and Security Agreement”), between PPS, Tjoapack US Holdings Corp. and SVB. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan and Security Agreement

RECITALS

A. SVB has agreed to a revolving line and term loan to Grantor (the “Loans”) in the amounts and manner set forth in the Loan and Security Agreement. SVB is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to SVB a security interest in the Collateral, which includes, but is not limited to, all of Grantor’s rights, title and interest in and to the following personal property: (i) Copyrights, Trademarks and Patents, (ii) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals, (iii) any and all source code, (iv) any and all design rights which may be available to such Person, (v) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified in clauses (i)-(v) above; and (vi) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents to secure the Obligations; provided, however, that no United States intent-to-use trademark or service mark application shall be included in the Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, further, after such period, each Loan Party acknowledges that such interest in such trademark or service mark application shall be subject to a security interest in favor of Bank and shall be included in the Collateral.

B. Pursuant to the terms of the Loan and Security Agreement, Grantor has pledged and granted to SVB a continuing security interest in all of Grantor’s right, title and interest, whether now owned, presently existing or hereafter acquired or arising, and all proceeds and products of, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to SVB a security interest in all of Grantor’s right, title and interest in, to and under the Grantor’s Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not

by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to SVB under the Loan and Security Agreement. The rights and remedies of SVB with respect to the security interest granted hereby are in addition to those set forth in the Loan and Security Agreement and the other Loan Documents, and those which are now or hereafter available to SVB as a matter of law or equity. Each right, power and remedy of SVB provided for herein or in the Loan and Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by SVB of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan and Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including SVB, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

[Signature Page Follows]

GRANTOR

PHARMA PACKAGING SOLUTIONS, LLC

DocuSigned by:
Gregory Magoon
By: _____
Name: Gregory Magoon
Title: Interim CFO

SVB

SILICON VALLEY BANK

By: _____
Name: Peter Freyer
Title: Managing Director

GRANTOR

PHARMA PACKAGING SOLUTIONS, LLC

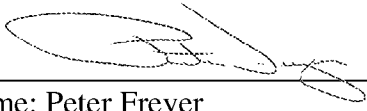
By: _____

Name: _____

Title: Interim CFO

SVB

SILICON VALLEY BANK

By:  _____

Name: Peter Freyer

Title: Managing Director

EXHIBIT A

Copyrights

Copyright Title	Owner	Reg. No.	Reg. Date
None.			

[Exhibit A to PPS IP Security Agreement]

EXHIBIT B


Patents

Title	Country	App. No./ Filing Date	Patent No./ Issue Date	Owner	Status
None.					

[Exhibit B to PPS IP Security Agreement]

EXHIBIT C

Trademarks

Trademark	Design	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
PHARMA PACKAGING SOLUTIONS		86734376 August 24, 2015	5116989 January 10, 2017	Pharma Packaging Solutions, LLC 341 JD Yarnell Industrial Parkway, CLINTON, Tennessee 37716 United States of America	Registered
CRX		77206292 June 14, 2007	3712499 November 17, 2009	Pharma Packaging Solutions, LLC 341 JD Yarnell Industrial Parkway, CLINTON, Tennessee 37716 United States of America	Registered
PHARMA PACKAGING SOLUTIONS and Design		77813112 August 26, 2009	4074543 December 20, 2011	Pharma Packaging Solutions, LLC 341 JD Yarnell Industrial Parkway, CLINTON, Tennessee 37716 United States of America	Registered

[Exhibit C to PPS IP Security Agreement]