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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
North America Packaging Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The Chase Manhattan Bank
Internal Address: _____
JUL 30 2001
Street Address: 2200 Ross Avenue,
4th Floor
City: Dallas State: TX Zip: 75201

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 28, 2001

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
08/967,142; 09/099,980
B. Patent No.(s) Des. 374,822;
5,328,047; 5,536,161; 5,622,280
5,873,484; 5,897,823
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: HelenAnn Busa
Internal Address: Locke Liddell & Sapp

Street Address: 100 Congress Avenue,
Suite 300
City: Austin State: TX Zip: 78701

6. Total number of applications and patents involved:
7. Total fee (37 CFR 3.41).....\$ 320.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
HelenAnn Busa
Name of Person Signing HelenAnn Busa Signature 7-23-01 Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

08/02/2001 ANNEX1 00000110 00967142
01 FC:581 320.00 OP

PATENT
REEL: 012025 FRAME: 0169

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Agreement"), dated as of June 28, 2001, is by and between NORTH AMERICA PACKAGING CORPORATION ("Debtor"), a Delaware corporation, whose address is 100 Galleria Parkway, Suite 900, Atlanta, Georgia 30339, Attention: Lawrence A. McVicker, and THE CHASE MANHATTAN BANK, a New York banking corporation, whose address is 2200 Ross Avenue, Fourth Floor, Dallas, Texas 75201, Attention: Chad A. Ramsey, in its capacity as agent (in such capacity, the "Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, (the "Credit Agreement") of even date herewith, by and among Debtor, each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Lender" and, collectively, the "Lenders"), and Agent.

WHEREAS, Debtor, Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Debtor and Agent on behalf of Lenders have entered into a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

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

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Lenders a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

a. all letters patent of the United States or any other country, all filings thereof, and all applications for such letters patent, including, without limitation, filings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, and all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the foregoing items listed in this paragraph is herein called a "Patent," including, without limitation, each patent and patent application listed in Schedule 1;

b. each agreement granting any right to use any letters patent or any aspect of the subject matters of such letters patent (each herein called a "Patent License," and collectively, the "Patent Licenses"), including, without limitation, each Patent License listed in Schedule 1;


c. all substitutions for and improvements, products and proceeds of, and renewals and replacements of, each Patent and Patent License, and all general intangibles relating to or arising in connection with any Patent or Patent License, including, without limitation, any claim, with respect to same, including for past, present or future infringement of or interference with, or for unfair competition of any type whatsoever with respect to, any Patent, and of any patent licensed under any Patent License, and all insurance and claims for insurance with respect to same.

1. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm 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 Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE CONFLICTS OF LAWS PRINCIPLES THEREOF) AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENTS LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Patent Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of June 28, 2001.

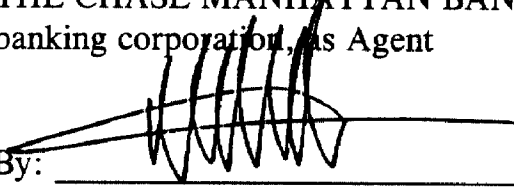
"Debtor"

NORTH AMERICA PACKAGING CORPORATION,
a Delaware corporation

By: 
Name: Phillip F O'Connor
Title: VP & CEO

"Agent"

THE CHASE MANHATTAN BANK, a New York
banking corporation, as Agent

By: 
Name: KIRK L STITES
Title: DIRECTOR

Attachment:

Schedule 1 - Patents

THE STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was acknowledged before me on June 12, 2001, by Phillip F. O'Connor, VP & CFO of North America Packaging Corporation, a Delaware corporation, on behalf of said corporation.

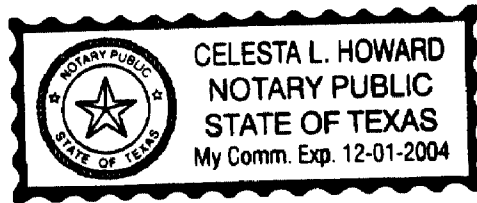


Jennifer M. Streff
Notary Public in and for the
State of Illinois
Printed Name: Jennifer M. Streff
My Commission Expires:
3/2/2003

THE STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on July 17, 2001, by Kirk L. Stites, DIRECTOR of The Chase Manhattan Bank, a New York banking corporation, as agent, on behalf of said corporation acting in said capacity.

Celesta L. Howard
Notary Public in and for the
State of Texas
Printed Name: CELESTA L. HOWARD
My Commission Expires:
12-01-2004



**SCHEDULE 1 TO
PATENT SECURITY AGREEMENT**

PATENTS

<u>United States Patents</u>	<u>Inventor(s)</u>	<u>Issue Date</u>
U.S. Patent No. 5,536,161	Arthur H. Smith	July 16, 1996
U.S. Patent No. 5,897,823	Darrell Davis; Alan Zellers	April 27, 1999
U.S. Patent No. 5,873,484	Charles P. Clute; Darrell Davis	Feb. 23, 1999
U.S. Patent No. Des. 374,822	Terry M. Phillips	Oct. 22, 1996
U.S. Patent No. 5,328,047	Arthur H. Smith	July 12, 1994
U.S. Patent No. 5,622,280	Harry Mays; George Patton	April 22, 1997

<u>United States Patent Applications</u>	<u>Filing Date</u>
U.S. Serial No. 08/967,142	Nov. 10, 1997
U.S. Serial No. 09/099,980	June 19, 1998

<u>Foreign Patents</u>	<u>Issue Date</u>
Australian Patent No. 719,789 Darrell Davis; Alan Zellers	May 18, 2000

<u>Foreign Patent Applications</u>	<u>Filing Date</u>
European Pat. App. No. 97109955.1 Darrell Davis; Alan Zellers	June 18, 1997
Canadian Pat. App. No. 2,204,590 Darrell Davis; Alan Zellers	May 6, 1997
Canadian Pat. App. No. 2,122,532 Arthur H. Smith	April 29, 1994

Patent Licenses

1. License Agreement between Rieke Corporation and Southcorp Packaging USA, Inc., dated effective March 24, 1997, and Addendum to License Agreement dated effective August 13, 1988.
2. License Agreement between United States Container Corporation and North America Packaging, predecessor in interest to Southcorp Packaging USA, dated effective Sept. 22, 1995.