

11-14-2002

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



102280748

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

1. Name of conveying party(ies):

Bank of America, N.A.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interests

Execution Date: October 24, 2002

2. Name and address of receiving party(ies)

Name: Courtesy Corporation

Internal Address: _____

Street Address: 800 Corporate Drive

City: Buffalo Grove State: IL Zip: 60089

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

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)

09/768,735 09/832,701

B. Patent No.(s)

4,567,995 4,598,837 4,706,835 4,709,830

5,215,220 6,116,477 D-435,218 D-438,114

Additional numbers attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kimberly Zirkle, Paralegal

Internal Address: Robinson, Bradshaw & Hinson, P.A.

Street Address: 101 N. Tryon Street

Suite 1900

City: Charlotte State: NC Zip: 28246

6. Total number of applications and patents involved:

16

7. Total fee (37 CFR 3.41) \$640.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

500327

(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.

Kimberly E. Zirkle, Paralegal

Name of Person Signing

Signature

October 30, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 19

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

11/14/2002 LMUELLER 00000072 09768735

01 FC:0021

640.00 DP

Recordation Form Cover Sheet (Patents)

FORM PTO-1594

Additional Page

4.B. Additional Patent Numbers

6,213,351

6,299,027

6,299,038

6,269,982

6,338,425

D-451,021

RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is executed as of this 24th day of October, 2002, by BANK OF AMERICA, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") for itself and each lender party to the Credit Agreement defined below (the "Lenders").

WHEREAS, LLS Corp., an Illinois corporation (the "Borrower"), the Administrative Agent, Credit Suisse First Boston, as Syndication Agent, Bankers Trust Company, as Documentation Agent, and the Lenders entered into that certain Credit Agreement, dated as of July 30, 1999 (as has been and may be amended, modified, supplemented or restated from time to time, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Borrower, Courtesy Corporation, an Illinois corporation, Creative Packaging Corp., an Illinois corporation, Courtesy Sales Corp., an Illinois corporation (each a "Grantor" and collectively the "Grantors") and the Administrative Agent entered into that certain Intellectual Property Security Agreement and Assignment, dated as of July 30, 1999 (as may be amended, modified, supplemented or restated from time to time, the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement and other loan documents, the Administrative Agent was granted a security interest in certain patents and applications for patents, including, but not limited to, the patents listed on Schedule A attached hereto, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments due and payable under and with respect thereto, including, without limitation, damages for past, present or future infringements thereof and the right to sue for past, present and future infringements thereof (collectively, the "Patents").

WHEREAS, the Security Agreement and related security interest was recorded with the United States Patent and Trademark Office as of August 10, 1999, at Reel 10180, Frame 0262 and re-recorded at Reel 12418, Frame 0589.

WHEREAS, the Administrative Agent has received consideration for a full and complete release of the security interest in and liens in the Patents, and now wishes to release such security interest and liens in the Patents.

NOW THEREFORE, the Administrative Agent represents and agrees as follows:

1. The Administrative Agent hereby releases, cancels and terminates its security interest in the entire right, title and interest in and any and all liens it may have on the Patents and all other rights with respect to the Patents.

2. The Administrative Agent represents and warrants that it has not exercised any of the rights with respect to the Patents available to it under its security interest. The Administrative Agent represents and warrants that it has not sold, licensed, conveyed or

otherwise alienated any rights in and to the Patents, and that it has not used or sublicensed any of the Patents.

3. The Administrative Agent agrees that hereafter it will not take any action with respect to the Patents.

4. The Administrative Agent shall, at the Borrowers' expense, take all further actions, and provide to the Borrowers, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Borrowers to more fully and effectively effectuate the purposes of this Release.

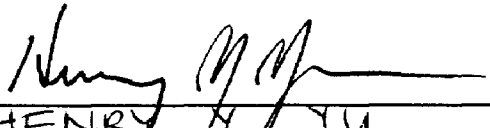
IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____


HENRY H. YU
MANAGING DIRECTOR

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN PATENTS**COURTESY CORPORATION**

<u>Country</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Title</u>
U.S.	4,567,995	February 4, 1986	End closure having separate opening means
U.S.	4,598,837	July 8, 1986	End closure with tamper evident element
U.S.	4,706,835	November 17, 1987	Closure with top cut tamper evident feature
U.S.	4,709,830	December 1, 1987	Closure with top cut tamper evident feature for wide mouth container
U.S.	5,215,220	June 1, 1993	Tamper evident closure with dispensing spout and integral opening member

CREATIVE PACKAGING CORP.

<u>Country</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Title</u>
U.S.	Des. 324,175	February 25, 1992	Dispensing Closure
U.S.	Des. 323,462	January 28, 1992	Dispensing Closure
U.S.	Des. 323,461	January 28, 1992	Dispensing Closure
U.S.	Des. 319,588	September 3, 1991	Dispensing Closure
U.S.	5,016,787	May 21, 1991	Side Orifice Dispensing Closure
U.S.	5,007,555	April 16, 1991	Biased Hinge Cap
U.S.	4,967,941	November 6, 1990	Twist Lock Adjustable Metering Closure Cap
U.S.	4,927,065	May 22, 1990	Adjustable Metering Closure Cap
U.S.	Des. 306,701	March 20, 1990	Tethered Dispensing Closure
U.S.	4,848,612	July 18, 1989	Hinged Dispensing Closure
U.S.	4,793,502	December 27, 1988	Hinged Dispensing Closure
U.S.	4,793,501	December 27, 1988	Water Tight Hinge Closure
U.S.	5,328,063	July 12, 1994	Venting Closure Cap

CREATIVE PACKAGING CORP. (Cont.)

<u>Country</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Title</u>
U.S.	5,297,688	March 29, 1994	Closure for Sealing a Container Rim
U.S.	5,282,540	February 1, 1994	Tamper Band with Flexible Engagement Member
U.S.	5,219,100	June 15, 1993	Flap Closure Lockable in an Open Position
U.S.	5,215,204	June 1, 1993	Tamper Evident Closure with Hinged Band
U.S.	5,197,634	March 30, 1993	Side Orifice Dispensing Closure
U.S.	5,129,531	July 14, 1992	Closure Assembly with Breakaway Tamper Evident Membrane
U.S.	5,511,679	April 30, 1996	Closure for a Resealable Container
U.S.	5,743,444	April 28, 1998	Twist Dispensing Closure

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9766-887 09/19/2002

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THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is executed as of this 24th day of October, 2002, by BANK OF AMERICA, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") for itself and each lender party to the Credit Agreement defined below (the "Lenders").

WHEREAS, LLS Corp., an Illinois corporation (the "Borrower"), the Administrative Agent, Credit Suisse First Boston, as Syndication Agent, Bankers Trust Company, as Documentation Agent, and the Lenders entered into that certain Credit Agreement, dated as of July 30, 1999 (as has been and may be amended, modified, supplemented or restated from time to time, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Borrower, Courtesy Corporation, an Illinois corporation, Creative Packaging Corp., an Illinois corporation, Courtesy Sales Corp., an Illinois corporation (each a "Grantor" and collectively, the "Grantors") and the Administrative Agent entered into that certain Intellectual Property Security Agreement and Assignment, dated as of July 30, 1999 (as may be amended, modified, supplemented or restated from time to time, the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement and other loan documents, the Administrative Agent was granted a security interest in certain patents and applications for patents, including, but not limited to, the patents listed on Schedule A attached hereto, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments due and payable under and with respect thereto, including, without limitation, damages for past, present or future infringements thereof and the right to sue for past, present and future infringements thereof (collectively, the "Patents").

WHEREAS, the Security Agreement and related security interest was recorded with the United States Patent and Trademark Office as of January 17, 2002, at Reel 12551, Frame 0605.

WHEREAS, the Administrative Agent has received consideration for a full and complete release of the security interest in and liens in the Patents, and now wishes to release such security interest and liens in the Patents.

NOW THEREFORE, the Administrative Agent represents and agrees as follows:

1. The Administrative Agent hereby releases, cancels and terminates its security interest in the entire right, title and interest in and any and all liens it may have on the Patents and all other rights with respect to the Patents.
2. The Administrative Agent represents and warrants that it has not exercised any of the rights with respect to the Patents available to it under its security interest. The Administrative Agent represents and warrants that it has not sold, licensed, conveyed or

otherwise alienated any rights in and to the Patents, and that it has not used or sublicensed any of the Patents.

3. The Administrative Agent agrees that hereafter it will not take any action with respect to the Patents.

4. The Administrative Agent shall, at the Grantors' expense, take all further actions, and provide to the Grantors, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

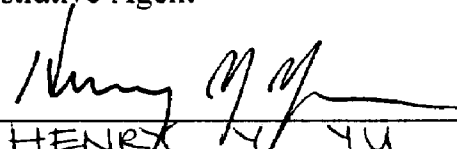
IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____


HENRY Y. YU
MANAGING DIRECTOR

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN PATENTS**COURTESY CORPORATION**

<u>Country</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Title</u>
U.S.	6,116,477	September 12, 2000	Two piece hinge closure
U.S.	D-435,218	December 19, 2000	Design for product dispenser top
U.S.	D-438,114	February 27, 2001	Design for twist top closure
U.S.	6,213,351	April 10, 2001	Push body valve closure
U.S.	6,299,027	October 9, 2001	Valve controlled dispensing closure (Aqua Valve)
U.S.	6,299,038	October 9, 2001	Telescoping twist closure
U.S.	6,269,982	August 7, 2001	Trigger Activated Dispenser
U.S.	6,338,425	January 15, 2002	Dispensing closure
U.S.	D451,021	November 27, 2001	Design for overcap for dispensing closure

CREATIVE PACKAGING CORP.

<u>Country</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Title</u>
U.S.	4,984,716	January 15, 1991	Two-Piece Tamper Evident Hinged Closure
U.S.	4,709,823	December 1, 1987	Tamper Evident Bottle or Package Closure
U.S.	5,829,609	November 3, 1998	Twist Top Child-Resistant Closure
U.S.	5,829,611	November 3, 1998	Tamper-Evident Overcap
U.S.	5,842,592	December 1, 1998	Tamper-Evident Snap on Cap With Tear Lever
U.S.	5,971,182	October 26, 1999	Closure with Tamper-Evident Band
U.S.	5,996,859	December 7, 1999	Hinged Dispensing Closure
U.S.	6,024,256	February 15, 2000	Tamper-Evident Closure
U.S.	D-423,358	April 25, 2000	Design for Twist Top Closure
U.S.	D-424,442	May 9, 2000	Design for Twist Top Closure
U.S.	6,135,329	October 24, 2000	Universal Base Pull/Push-Twist Closure
U.S.	D-435,793	January 2, 2001	Design for Twist Top Cap With Vertical Ribs
U.S.	6,196,747	March 6, 2001	Product Dispensing Cover

PENDING PATENT APPLICATIONS

COURTESY CORPORATION

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
U.S.	09/768,735	January 24, 2001	Two Piece Hinged Closure
U.S.	09/832,701	April 11, 2001	Swivel Top Closure

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WHEREAS, LLS Corp., an Illinois corporation, Courtesy Corporation, an Illinois corporation, Creative Packaging Corp., an Illinois corporation, and Courtesy Sales Corp., an Illinois corporation (each a "Borrower" and collectively, the "Borrowers"), and the Administrative Agent entered into that certain Post-Petition Credit Agreement, dated as of January 16, 2002 (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Borrowers and the Administrative Agent entered into that certain Intellectual Property Security Agreement, dated as of January 16, 2002 (as may be amended, modified, supplemented or restated from time to time, the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement and other loan documents, the Administrative Agent was granted a security interest in certain patents and applications for patents, including, but not limited to, the patents listed on Schedule A attached hereto, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments due and payable under and with respect thereto, including, without limitation, damages for past, present or future infringements thereof and the right to sue for past, present and future infringements thereof (collectively, the "Patents").

WHEREAS, the Security Agreement and related security interest was recorded with the United States Patent and Trademark Office as of January 29, 2002, at Reel 12539, Frame 0589.

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BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name:

HENRY H. YU

Title:

MANAGING DIRECTOR

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN PATENTS**COURTESY CORPORATION**

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U.S.	6,338,425	January 15, 2002	Dispensing closure
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U.S.	5,842,592	December 1, 1998	Tamper-Evident Snap on Cap With Tear Lever
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