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Form PTO-1595 (Rev. 03/01)

RECORDATION

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

PATENTS ONLY

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Tab settings

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

med 1-21-03

1. Name of conveying party(ies):

TP/ELM Acquisition Subsidiary, Inc.

2. Name and address of receiving party(ies)

Name: Tekni-Plex, Inc.

Internal Address:

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Street Address: 260 N. Denton Tap Road

Suite 150

City: Coppell State: TX Zip: 75019

Execution Date: 11/01/2002

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) See Schedule 'A'

B. Patent No.(s) See Schedule 'A'

Additional numbers attached? Yes No

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

Name: White & Case LLP

Internal Address:

Street Address: Patent Department

1155 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 3.41).....\$ 480.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

23-1703

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9. Signature.

John M. Genova, Reg. No. 32,224

Name of Person Signing

Signature

January 16, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

PATENTS

(i) Patents owned or held by ELM Packaging, L.P.

Description	Patent Number	Registration Date	Assignee
Disposable Food Container	US D416482	11/16/99	Societe Generale
Disposable Food Container	US D415422	10/19/99	Societe Generale
Disposable Food Container	US D415025	10/12/99	Societe Generale
Disposable Food Container	US D415024	10/12/99	Societe Generale
Disposable Food Container	US D408734	04/27/99	Societe Generale
Disposable Food Container	US D408733	04/27/99	Societe Generale
Disposable Food Container	US D408282	04/20/99	Societe Generale
Disposable Food Tray	US D415421	10/19/99	Societe Generale
Disposable Food Container	US D407014	3/23/99	Societe Generale
Disposable Food Container	US D256435	8/19/80	Elm Packaging Company, L.P.
Packaging Container for Food	US D253456	11/20/79	Elm Packaging Company, L.P.
Dual Tongue Slot and Container Lock	US 4057169	11/8/77	Elm Packaging Company, L.P.

(ii) Non-transferable Intellectual Property Rights

License Agreement, dated as of October 1, 1995, by and among Lin Pac, Inc. and ELM Packaging Company, LP, licensing U.S. Patent No. 5,341,612 (issued August 30, 1994) for a "Baffle Vent Structure."

PATENT SECURITY AGREEMENT

(PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, TP/ELM Acquisition Subsidiary, Inc., a Delaware corporation (herein referred to as "Grantor") owns the Patents (as defined in the Security Agreement referred to below) (including design patents and applications for patents) listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses (as defined in the Security Agreement referred to below) identified in Schedule 1 annexed hereto;

WHEREAS, Tekni-Plex, Inc., certain lenders and JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York), as Agent for such lenders, are parties to a Credit Agreement, dated as of June 21, 2000 (as the same may be amended and in effect from time to time among said parties and such lenders (the "Lenders") as may from time to time be parties thereto, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, dated as of June 21, 2000 (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor, the other grantors from time to time party thereto and JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York), as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of such secured parties a continuing security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (including each design patent and patent application), including, without limitation, each Patent (including each design patent and patent application) referred to in Schedule 1 annexed hereto;

(ii) each Patent License, including, without limitation, each Patent License identified in Schedule 1 annexed hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent (including any design patent), including, without limitation, any Patent referred to in Schedule 1 annexed hereto (including, without limitation, any such Patent issuing from any application referred to in Schedule 1 annexed hereto), and all rights and benefits of Grantor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 annexed hereto.

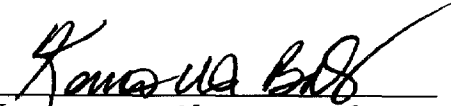
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Patent Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1st day of November, 2002.

TP/ELM ACQUISITION SUBSIDIARY,
INC.

By: 
Name: Kenneth W.R. Baker
Title: President

Acknowledged:

JPMORGAN CHASE BANK (f/k/a Morgan Guaranty
Trust Company of New York), as Agent

By: _____
Name:
Title:


IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1st day of November, 2002.

TP/ELM ACQUISITION SUBSIDIARY,
INC.

By: _____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK (f/k/a Morgan Guaranty
Trust Company of New York), as Agent

By: 
Name: *John J. Boucher*
Title: *Vice President*