

Form PTO-1595
(Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE
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OMB No. 0651-0027 (exp. 6/30/2005)

1122556-0004

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

1. Name of conveying party(ies):
TRI-SEAL HOLDINGS, INC.

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank

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: 270 Park Avenue

City: New York State: NY Zip: 10017

Execution Date: 11/21/03

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) _____

B. Patent No.(s) 6,378,715;
6,194,042; 6,312,776

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: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

23-1703

DO NOT USE THIS SPACE

9. Signature.

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

Name of Person Signing



Signature

December 8, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 7

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

CH \$120.00 231703 6378715

ANNEX L
to
SECURITY AGREEMENT

GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Tri-Seal Holdings, Inc., a Delaware corporation (the "Grantor") with principal offices at 260 N. Denton Tap Road, Ste 150, Coppell, Texas 75019, hereby grants to JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York), as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017, (the "Grantee"), a security interest in (i) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 21, 2000, and amended and restated as of November 2, 2003 (as further amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

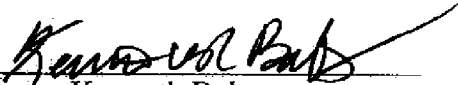
Annex L
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This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

21 IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
_____ day of November, 2003.

Tri-Seal Holdings, Inc., Grantor

By 
Name: Kenneth Baker
Title:

JPMORGAN CHASE BANK,
as Collateral Agent and Grantee

By _____
Name: Kimberly Turner
Title: Vice President

21 IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of November, 2003.

Tri-Seal Holdings, Inc., Grantor

By _____
Name:
Title:

JPMORGAN CHASE BANK,
as Collateral Agent and Grantee

By *Kimberly Turner*
Name: Kimberly Turner
Title: Vice President

SCHEDULE A

<u>Patent</u>	<u>Patent No.</u>
Improved Separating Closure Liner with Pressure Sensitive Adhesive	6,378,715
High Barrier Closure Liner with Oxygen Absorbing Capabilities	6,194,042
High Barrier Closure Liner for Carbonated Beverage Containers and the Like	6,312,776