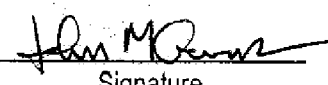


Form PTO-1595 (Rev. 10/02)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
OMB No. 0651-0027 (exp. 6/30/2005)		PATENTS ONLY		1122556-0004	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): TEKNI-PLEX, INC. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: JPMorgan Chase Bank Internal Address: _____ Street Address: 270 Park Avenue City: New York State: NY Zip: 10017 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 11/21/03			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) _____ <u>See Schedule 'A' Attached</u> B. Patent No.(s) _____ <u>See Schedule 'A' Attached</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: 11 7. Total fee (37 CFR 3.41).....\$ 440.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 23-1703		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> John M. Genova, Reg. No. 32,224 _____ Name of Person Signing </div> <div style="width: 30%; text-align: center;">  _____ Signature </div> <div style="width: 30%; text-align: right;"> December 8, 2003 _____ Date </div> </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and documents: 7 </div>					

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

CH \$440.00 231703 09790784

SCHEDULE A

<u>Patent</u>	<u>Patent No.</u>
System and Method for Forming plastic Articles	6,458,302
Food Serving Tray	6,409,021
Produce Container	D307,387
Food Tray	D358,965
Packing Tray	09/790,784
Packing Tray	10/331,282
Packaging Container	29/166,488
Packaging Container	10/228,562
Tray for Shipment of Frozen Items	29/175,618
Package for Shipping Stackable Articles	10/442,404
Multi-Layer Lining Material for Application Requiring Post Packaging Heat Processing and/or Retort Sterilization	10/310,080

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, Tekni-Plex, 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~~21~~, 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]

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

Tekni-Plex, Inc., Grantor

By 
Name: Kenneth Baker
Title:

JPMORGAN CHASE BANK,
as Collateral Agent and Grantee


By _____
Name: Kimberly Turner
Title: Vice President

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

Tekni-Plex, Inc., Grantor

By _____
Name:
Title:

JPMORGAN CHASE BANK,
as Collateral Agent and Grantee

By 
Name: Kimberly Turner
Title: Vice President