

07-02-2003

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Form PTO-1595  
(Rev. 03/01)

REC

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

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

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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):

Atlantis Plastics, Inc.

2-10-03

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

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: 12/27/02

## 2. Name and address of receiving party(ies)

Name: General Electric Capital  
Corporation

Internal Address: \_\_\_\_\_

Street Address: 500 W. Monroe Street

City: Chicago State: IL Zip: \_\_\_\_\_

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)

2302598; 10/285232

B. Patent No.(s) 6050037; 6336303;  
5918426; D407831Additional numbers attached? ☐ Yes ☒ No

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

Name: Sharon Patterson

Internal Address: \_\_\_\_\_

Street Address: 55 E. Monroe Street

37th Floor

City: Chicago State: IL Zip: 60603

## 6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 240.00

☒ Enclosed (previously submitted)☐ 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.*

Sharon Patterson

Name of Person Signing

Sharon Patterson

Signature

06/27/03

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. 20231PATENT  
REEL: 014215 FRAME: 0879

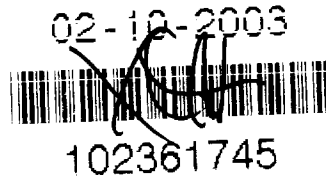
2-10-03

February 7, 2003

maisha.gibson@goldbergkohn.com  
direct phone: 312.201.3863  
direct fax: 312.863.7873

**VIA UNITED STATES EXPRESS MAIL**

Commissioner of Patents & Trademarks  
1213 Jefferson Davis Highway  
Crystal Gateway 4  
Arlington, VA 22202

**Re: Recordation of Patent Security Agreement - Atlantis Plastics, Inc.**

Dear Sir or Madam:

Enclosed are the following documents:

- 1) Recordation Form Cover Sheet for Patents;
- 2) Patent Security Agreement – Atlantis Plastics, Inc. in favor of General Electric Capital Corporation;
- 3) Certificate of Express Mail under 37 CFR 1.8;
- 4) Self-stamped/addressed postcard noting filing; and
- 5) Check in the amount of \$240.00 to record 6 Patents.

Please stamp and return the self-addressed, stamped postcard acknowledging your receipt of the enclosed documents. If you have any questions regarding the above, you may contact me at the number listed above.

Very truly yours,

Maisha Gibson  
Legal Assistant

MG/rdj

Enclosures

cc: Rachel Gena Chiss, Esq. (w/encl.)

02/10/2003 DBYRNE 00000167 6050037

01 FC:8021

240.00 DP

# PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of December 27, 2002, by Atlantis Plastics, Inc., a Delaware corporation ("Grantor"), in favor of General Electric Capital Corporation, a Delaware corporation, in its capacity as Agent for Lenders.

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Atlantis Plastic Films, Inc., Atlantis Molded Plastics, Inc., Atlantis Films, Inc., Rigal Plastics, Inc., Atlantis Plastics Injection Molding, Inc., Pierce Plastics, Inc., Extrusion Masters, Inc. ("Borrowers"), Grantor, the other Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain (i) Guaranty of Holdings dated as of the date hereof and (ii) Security Agreement dated as of the date herewith (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Patent Collateral. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License;

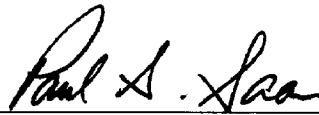
provided, however, the Patent Licenses shall not includes any licenses or other contracts to the extent that the granting of a security interest therein would constitute a breach thereof or is prohibited thereby and such breach or prohibition is not ineffective under Sections 9-406(d), 9-407, 9-408 or 9-409 of the Code; provided, further (x) all Accounts arising under such licenses or other contracts shall be included in the Collateral and (y) the Collateral shall include all payments and other property received or receivable in connection with any sale or other disposition of such licenses or other contracts;

3. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement and the security interests granted herein secure the same obligations as the security interests granted pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[Signature page follows.]**

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATLANTIS PLASTICS, INC.

By:   
Name: Paul G. Saari  
Title: Senior Vice President of Finance and CFO

ACCEPTED AND ACKNOWLEDGED BY:  
GENERAL ELECTRIC CAPITAL CORPORATION, as Agent


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATLANTIS PLASTICS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:  
GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:   
Name: Rainer Zeck  
Title: Duly Authorized Signatory

**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT  
PATENT REGISTRATIONS**

**PATENTS**

<b><u>Patent Description</u></b>	<b><u>Patent No.</u></b>
Brick Molding Having an Integral Hinge and a Concealed Mounting Surface	6050037
Injection Molded Exterior Siding Panel with Positioning Relief and Method of Installation	6336303
Flexible Drip Rail	5918426
Window Molding Extrusion	D 407831

**PATENT APPLICATIONS**

<b><u>Patent Description</u></b>	<b><u>Application No.</u></b>	<b><u>Application Date</u></b>
Exterior Siding Panel with Positioning Relief and Method of Installation (Canada)	2302598	3/22/00
Siding Panels for Wall Coverings	10/285232	10/31/02