

Form PTO-1595 (Rev. 10/02) RECORDATION FORM COVER SHEET PATENTS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 4410650-0067

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

1. Name of conveying party(ies): ROPAK CORPORATION
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: DEUTSCHE BANK AG LONDON
Internal Address:
Winchester House
Street Address: 1 Great Winchester Street
London, EC2N 2DB, England
City: State: Zip:
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other
Execution Date: 10/22/03; 1/19/04

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 Attached
B. Patent No.(s) See Schedule Attached
Additional numbers attached? [X] Yes [] No

6. Total number of applications and patents involved: 11

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

7. Total fee (37 CFR 3.41) \$ 440.00
[] Enclosed
[X] 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
February 11, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 13

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 10256925

ROPAK CORPORATION PATENTS

COUNTRY	PATENT	FILING DATE	SERIAL NUMBER	PATENT NUMBER	ISSUE DATE
United States	IMPROVED CONTAINER INCORPORATING LIQUID DRAINING MEANS, AND RELATED METHOD	07/15/1996	08/680,023	5908133	06/01/1999
United States	MOLDED CONTAINER AND LID HAVING STRATEGICALLY POSITIONED DRAINAGE OPENING	06/23/1997	08/881,520	6604647	08/12/2003
United States	CONTAINER WITH SHOULDER FLANGE AND REMOVABLE SIDEWALL PORTIONS, AND RELATED METHOD	08/03/1994	08/285,349	5850935	12/22/1998
United States	CONTAINER LID HAVING NON-PERPENDICULAR REINFORCEMENT RIBS	09/10/1990	07/579,708	5103993	04/14/1992
United States	IMPROVED CONTAINER LID	06/30/1995	08/497,596	5626251	05/06/1997
United States	CONTAINER SIDEWALL APPARATUS AND RELATED METHODS	09/27/2002	10/256,925		
United States	CONTAINER LID HAVING GASKETLESS LIQUID SEAL	04/12/2001	09/834,528		
United States	CONTAINER LID HAVING GASKETLESS LIQUID SEAL	08/19/2003	10/644,197		
United States	PULL TAB ON TEAR STRIP ON PLASTIC COVER, INCLUDING BREAK TAB FEATURE, AND RELATED APPARATUS AND METHODS	03/31/2003	10/404,899		
United States	CONTAINER HANDLE AND RELATED METHODS	04/08/1999	09/288,590	6,257,440 B1	07/10/2001
United States	CONTAINER HANDLE AND RELATED METHODS	06/05/2001	09/875,709	6,494,341 B2	12/17/2002

GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ROPAK CORPORATION, a Delaware corporation (the "Grantor") with principal offices at 660 South State College Boulevard, Fullerton, California 92831, hereby grants to DEUTSCHE BANK AG LONDON, as Collateral Agent, with principal offices at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, England (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 Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of October 22, 2003 (as 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.

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.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 22nd day of October, 2003.

ROPAK CORPORATION, Grantor

By 
Robert A. Lang
Vice President

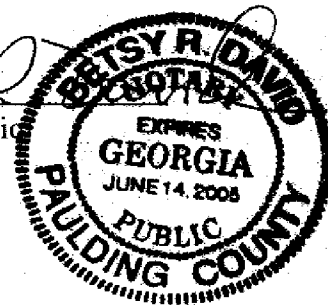
DEUTSCHE BANK AG LONDON,
as Collateral Agent and Grantee

By _____
Name:
Title:

STATE OF GEORGIA)
) ss:
COUNTY OF PAULDING)

On this 22nd day of October, 2003, before me personally came Robert A.Lang who, being by me duly sworn, did state as follows: that he is Vice President of Ropak Corporation, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Betsy R. David
Notary Public



STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, _____, before me personally came _____
_____ who, being by me duly sworn, did state as follows: that [s]he is
_____ of Deutsche Bank AG London, that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

Notary Public

GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ROPAK CORPORATION, a Delaware corporation (the "Grantor") with principal offices at 660 South State College Boulevard, Fullerton, California 92831, hereby grants to DEUTSCHE BANK AG LONDON, as Collateral Agent, with principal offices at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, England (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 Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of October 22, 2003 (as 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.

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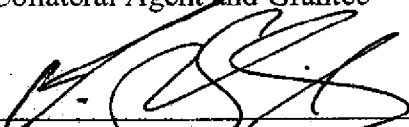
[Remainder of this page intentionally left blank; signature page follows]


IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 22nd day of October, 2003.

ROPAK CORPORATION, Grantor

By _____
Name:
Title:

DEUTSCHE BANK AG LONDON,
as Collateral Agent and Grantee

By  _____
Name: Arnulf Schneider
Title: Director

By  _____
Name: Tim Taylor
Title: Director

STATE OF _____)
) ss:
COUNTY OF _____)

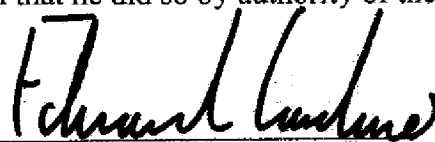
On this ____ day of _____, _____, before me personally came _____
_____ who, being by me duly sworn, did state as follows: that [s]he is
_____ of Ropak Corporation, that [s]he is authorized to execute the foregoing Grant
on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.

Notary Public

UNITED KINGDOM

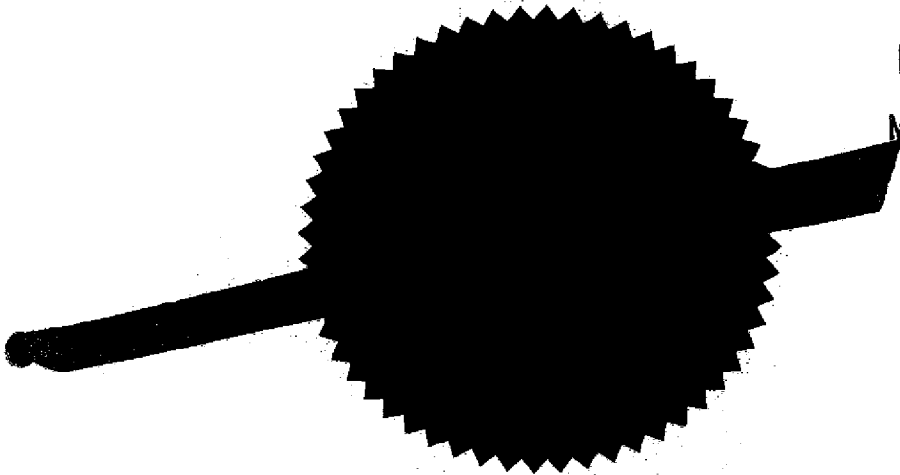
CITY OF LONDON

On this 19th day of January, 2004, before me personally came Mr Arnulf Schneider and Mr Tim Taylor who, being by me duly sworn, did each state as follows: that he is a Director and an authorized "A" signatory of Deutsche Bank AG London, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

Notary Public London, England
(Edward Gardiner)
My Commission Expires with Life



SCHEDULE A

PATENT

PATENT NO.

ISSUE DATE

RECORDED: 02/11/2004

PATENT
REEL: 014327 FRAME: 0461