

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

4410650-0067

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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):

ROPAK CORPORATION

2. Name and address of receiving party(ies)

Name: DEUTSCHE BANK AG LONDON

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: Winchester House

1 Great Winchester Street, London, EC2N 2DB

City: _____ State: _____ Zip: _____

Execution Date: 10/22/03; 1/19/04

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 ATTACHED

B. Patent No.(s) _____

SEE SCHEDULE ATTACHED

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: 13

7. Total fee (37 CFR 3.41) \$520.00

☐

Enclosed

☒

Authorized to be charged to deposit account

8. Deposit account number:

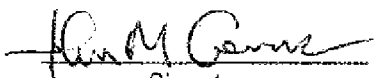
23-1703

DO NOT USE THIS SPACE

9. Signature.

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

Name of Person Signing



Signature

March 5, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 12

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

CH \$520.00 231703 09835747

700070232

PATENT
REEL: 014394 FRAME: 0916

ROPAK CORPORATION PATENTS

COUNTRY	PATENT	FILING DATE	SERIAL NUMBER	PATENT NUMBER	ISSUE DATE
US	Collapsible Container Having Sidewalls with Slidable Hinge Axes	01/16/1997	08/784348	5938059	08/17/1999
US	Container Cover Having Primary and Secondary Detent Means	10/04/1995	538835	5617968	04/08/1997
US	Bail for Container and Attachment Means Therefor	09/14/1993	08/121338	5344041	09/06/1994
US	Frangible Fastening Construction for Handles and Method of Fastening	01/05/1989	07/293888	4987639	01/29/1991
US	Collapsible Container	09/01/1989	07/403064	4923079	05/08/1990
US	Collapsible Container	02/24/1989	07/315478	4917255	04/17/1990
US	Foldable Container Assembly	09/25/1984	06/654314	4591065	05/27/1986
US	Container, Engagement Ring and Cover Assembly	04/20/1981	06255377	4356930	11/02/1982
US	Container and Cover		05/254042	3866791	
US			05254348	D232152	
US	Container incorporating liquid draining means, and related method	09/08/1994	302597	5615798	04/01/1997
US	Container Lid for Wet or Dry Applications	04/16/2001	09/835747		
US	Pull Tab on Tear Strip on Plastic Cover	04/12/2001	09/834527		

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.

Page 2

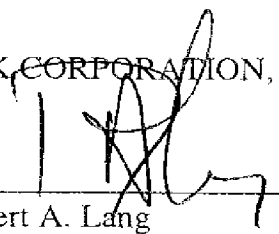
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated 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 22nd day of October, 2003.

ROPAK CORPORATION, Grantor

By


Robert A. Lang
Vice President

DEUTSCHE BANK AG LONDON,
as Collateral Agent and Grantee

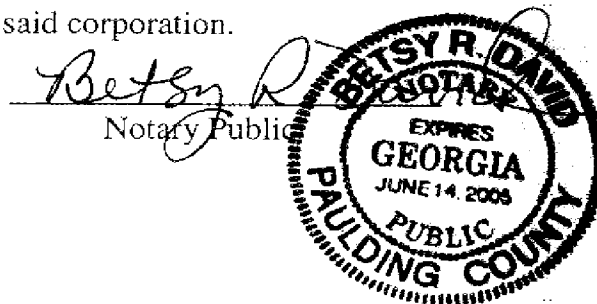
By

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.



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.

Page 2

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]

STATE OF _____)
) ss:
COUNTY OF _____)

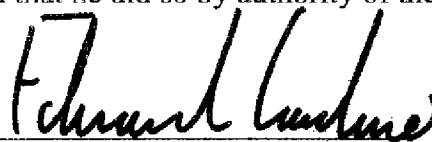
On this ____ day of _____, _____, before me personally came _____
_____ who, being by me duly sworn, did state as follows: that [s]he is
_____ of Ropak Corporation, that [s]he is authorized to execute the foregoing Grant
on behalf of said corporation and that [s]he did so by authority of the Board of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

