

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT
NATURE OF CONVEYANCE:		SECURITY AGREEMENT
CONVEYING PARTY DATA		
Name		Execution Date
Terphane Inc.		06/09/2004
RECEIVING PARTY DATA		
Name:	U.S. Bank National Association	
Street Address:	60 Livingston Avenue	
City:	St. Paul	
State/Country:	MINNESOTA	
Postal Code:	55107	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	6599383	
CORRESPONDENCE DATA		
Fax Number:	(312)706-8517	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127018864	
Email:	zbeal@mayerbrownrowe.com	
Correspondent Name:	Jason K. Schmitz	
Address Line 1:	P.O. Box 2828	
Address Line 2:	Mayer, Brown, Rowe, & Maw	
Address Line 4:	Chicago, ILLINOIS 60690-2828	
NAME OF SUBMITTER:	Jason K. Schmitz	
Total Attachments: 4		
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OP \$40.00 6599383

**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Terphane Inc., a Delaware corporation (the "Grantor"), with principal offices at 2754 West Park Drive, Bloomfield, New York 14469, hereby grants U.S. Bank National Association, as Collateral Agent, with offices at 60 Livingston Avenue, St. Paul, Minnesota 55107 (the "Collateral Agent"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule A attached, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) thereof and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations, as such term is defined in the Security Agreement, dated as of June 9, 2004 (as amended from time to time, the "Security Agreement"), by the Grantor and the other debtors which from time to time become parties thereto in favor of the Collateral Agent. Upon the termination of the Security Agreement pursuant to Section 9 thereof, the Collateral Agent shall, at the request and expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant is being made in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all relevant 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.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 9th day of June, 2004.

TERPHANE INC., Grantor

By 

Title: *Officer/Authorized Person*


U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By 

Title: *Vice President*

STATE OF)
) ss.:
COUNTY OF)

On this 2nd day of June, 2004, before me personally came Christopher Shoemaker
who, being by me duly sworn, did state as follows: that he is an officer of
Terphane Inc., 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.

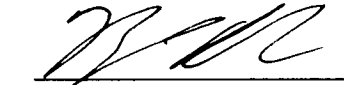


Notary Public

MIGUEL PESCHIERA
Notary Public, State of New York
No. 01PE6097939
Qualified in New York County
Commission Expires Sept. 2, 2007

STATE OF)
) ss.:
COUNTY OF)

On this 8 of day June, 2004, before me personally came Frank Leslie who, being by me duly sworn, did state as follows: that he is a Vice President of U.S. Bank National Association, that he is authorized to execute the foregoing Grant on behalf of said national banking association and that he did so by authority of the Board of Directors of said national banking association.



Notary Public

MIGUEL PESCHIERA
Notary Public, State of New York
No. 01PE6097939
Qualified in New York County
Commission Expires Sept. 2, 2007

SCHEDULE A

PATENT

REG. NO.

REG. DATE

Coextruded Film

6,599,383

07/29/2003

PROVISIONAL PATENT APPLICATION

APPLICATION NUMBER

DATE

Coextruded Biaxially Oriented Sealable,
Peelable Film and Process for its Production

3/21/2004

1222679.4 07-Jun-04 18:59 04247840

RECORDED: 06/30/2004

**PATENT
REEL: 014797 FRAME: 0072**