

08-24-2004



102820014

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDAT

PATENT

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings ⇄⇄⇄

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

1. Name of conveying party(ies):  
Acupac Packaging, Inc., a New Jersey CorporationAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☒ Other Correction of earlier recordation on 10/15/01

Execution Date: September 06, 2001

2. Name and address of receiving party(ies)

Name: BT Commercial Corporation

Street Address: 300 South Grand Avenue  
41st Floor

City: Los Angeles State: CA ZIP: 90071

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): 5,869,072

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s) 5,869,072

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom  
correspondence concerning document should be  
mailed:

Name: Paul, Hastings, Janofsky &amp; Walker LLP

Internal Address:

Street Address: P.O. Box 919092

City: San Diego State: CA ZIP: 92191-9092

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41).....\$40.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

50-2613

DO NOT USE THIS SPACE

9. Signature.

Dave B. Koo

Name of Person Signing

Signature

8-16-04

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

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P.O. Box 1450, Alexandria, VA 22313-1450

08/23/2004 DBYRNE 00000043 5869072

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PATENT  
REEL: 015687 FRAME: 0816

10-26-2001

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



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10-15-01

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**



New



Resubmission (Non-Recordation)

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Correction of PTO Error

Reel #

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Reel #

Frame #

**Conveyance Type**



Assignment



Security Agreement



License



Change of Name



Merger



Other

U.S. Government  
(For Use ONLY by U.S. Government Agencies)



Departmental File



Secret File

**Conveying Party(ies)**



Mark if additional names of conveying parties attached

Name (line 1)

Acupac Packaging, Inc., a NJ corporation

Name (line 2)

pursuant to Asset Purchase Agmt dated 9-6-01

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

09062001

Execution Date  
Month Day Year

**Receiving Party**



Mark if additional names of receiving parties attached

Name (line 1)

BT Commercial Corporation

Name (line 2)

Address (line 1)

300 So. Grand Avenue, 41st Flr.

Address (line 2)

Address (line 3)

LOS Angeles

California

90071

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**PATENT**

REEL: 012252 FRAME: 0784

**PATENT**

REEL: 015687 FRAME: 0817

**Correspondent Name and Address**

Area Code and Telephone Number 213-485-1234

Name Deborah Taylor, Paralegal

Address (line 1) 40 Latham + WATKINS

Address (line 2) 633 W. 5th St., Ste. 4000

Address (line 3) Los Angeles, CA 9001

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 5

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)


<u>5869072</u>		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:  
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Deborah Taylor  
Name of Person Signing

Deborah Taylor  
Signature

10/10/01  
Date

**PATENT**

REEL: 012262 FRAME: 0785

**PATENT**

REEL: 015687 FRAME: 0818

COLLATERAL ASSIGNMENT OF PATENTS  
(Borrower Security Agreement)

THIS COLLATERAL ASSIGNMENT OF PATENTS (this "Assignment") is made and entered into as of September 2, 2001 by ACUPAC PACKAGING, INC., a New Jersey corporation ("Grantor"), and BT COMMERCIAL CORPORATION, as agent under the Credit Agreement (as hereinafter defined) (the "Agent"). Capitalized terms used herein without definition shall have the meanings assigned to those terms in the Credit Agreement.

WHEREAS, Outsourcing Services Group, Inc., as Guarantor ("OSG"), its wholly-owned Subsidiaries Aerosol Services Company, Inc., ("ASC"), Piedmont Laboratories, Inc. ("PLI"), Kolmar Laboratories, Inc. ("KLI"), Precision Packaging and Services, Inc. ("PPSI"), Grantor, and any Subsidiary of OSG that becomes a Borrower thereunder in accordance with Section 8.20 of the Credit Agreement, the financial institutions and their successors and assigns from time to time party thereto (collectively, the "Lenders"), BT Commercial Corporation, as Agent, having an office at 300 South Grand Avenue, Los Angeles, California 90071, and Heller Financial, Inc., as co-agent, have entered into that certain Credit Agreement dated as of January 8, 1998 (as the same may be amended, supplemented, restated or otherwise modified from time to time the "Credit Agreement");

WHEREAS, Grantor has become a party to the Borrower Security Agreement dated as of January 8, 1998 (as said Agreement may be amended, supplemented or otherwise modified from time to time, the "Borrower Security Agreement"; wherein capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Borrower Security Agreement), among ASC, PLI, KLI, PPSI, Grantor, and any Subsidiary of OSG that becomes a Borrower under the Credit Documents in accordance with Section 8.20 of the Credit Agreement, (each a "Borrower" and collectively the "Borrowers") and the Agent (in such capacity, "Grantee"), pursuant to which each Borrower has assigned and granted to Grantee for Grantee's benefit and the ratable benefit of the Lenders and the Issuing Bank a security interest in substantially all the assets of such Borrower including all right, title and interest of such Borrower in, to and under all now owned and hereafter acquired patents, patent registrations, patent applications and patents licenses, together with the goodwill of the business symbolized thereby, and all proceeds thereof, to secure the payment of the Secured Obligations; and

WHEREAS, Grantor owns the patents and patent applications, and is a party to the patent licenses, listed for Grantor on Schedule 1 annexed hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and assign to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) all patents and patent applications, and the inventions and improvements described and claimed therein, and patentable inventions and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing,

whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, and State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, those set forth for Grantor on Schedule 1;

(2) any and all agreements and licenses, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention, including, without limitation, those set forth for Grantor on Schedule 1 and all of the goodwill of the business of such Grantor connected with the use of, and symbolized by such agreements and licenses; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 or (b) injury to the goodwill associated with any patent including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1.

This assignment and grant of security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Borrower Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the assignment and security interest in the Patent Collateral made and granted hereby are more fully set forth in the Borrower Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Assignment of Patents to be  
duly executed as of September 6, 2001.

ACUPAC PACKAGING, INC.

By: *Perry Morgan*  
Name: PERRY MORGAN  
Title: VP & CFO

ACKNOWLEDGMENT

State of New York

County of NY

On 9/6/01, before me, David E. Alpine Notary Public, personally appeared Perry Nargos, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)

DAVID E. ALPINE  
Notary Public, State of New York  
No. 31-4968413  
Qualified in New York County  
Commission Expires June 25, 192002

# ASSIGNMENT OF PATENT

## Schedule 1

### PATENTS AND PATENT APPLICATIONS

<u>Filed</u>	<u>Application Number</u>	<u>Country</u>	<u>Patent No. (P) or Serial No. (S)</u>	<u>Date</u>	<u>Name of Inventor</u>	<u>Title of Invention</u>
7/21/97	897,583	USA	P 5,869,072	2/9/99	Craig J. Berry	Method for the production of a glove

#### Non-Provisional Patent Application\*\*

\*\* (this Patent is subject to a non-exclusive license to Hercon Laboratories)

<u>Filed</u>	<u>Application Number</u>	<u>Country</u>	<u>Patent No. (P) /Serial No. (S)</u>	<u>Date</u>	<u>Name of Inventor</u>	<u>Title of Invention</u>
7/10/00	09/613,186	USA			Craig J. Berry	Patch-type applications for treating dry skin

#### Provisional Patent Application

<u>Filed</u>	<u>Registration Number</u>	<u>Country</u>	<u>Docket No.</u>	<u>Date</u>	<u>Name of Inventor</u>	<u>Title of Invention</u>
1/16/01	44,004	USA	798P010095-US		Craig J. Berry Kim R. Berry	Cleansing Mitt

### PATENT LICENSES

<u>Filed</u>	<u>Application Number</u>	<u>Country</u>	<u>Patent No.</u>	<u>Date</u>	<u>Name of Inventor</u>	<u>Title of Invention</u>
4/20/98	63,546	USA	5,985,299	11/16/99	Douglas Brueger; Assigned to Hercon Laboratories Corporation	Pore cleaning product

OC/243906.2  
243552.00003

RECORDED: 10/15/2001

PATENT  
REEL: 012252 FRAME: 0790

RECORDED: 08/20/2004

PATENT  
REEL: 015687 FRAME: 0823