

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
Atlantis Plastic Films, Inc.	03/22/2005

RECEIVING PARTY DATA

Name:	The Bank of New York, as Agent
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5302431
Patent Number:	4600163

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

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Correspondent Name: CBC Companies dba Federal Research

Address Line 1: 1030 Fifteenth Street, NW, Ste 920

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 6

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PATENT

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**THE LIENS, RIGHTS AND INTERESTS OF AGENT
AND LENDERS (EACH AS DEFINED HEREIN) EVIDENCED HEREBY ARE
SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN
INTERCREDITOR AGREEMENT, DATED AS OF MARCH 22, 2005, EXECUTED
BY GRANTOR (AS DEFINED HEREIN), CERTAIN OF GRANTOR'S AFFILIATES,
MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS
FINANCIAL SERVICES INC. ("FIRST LIEN AGENT") AND AGENT (AS
AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR
OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR
AGREEMENT"). GRANTOR SHALL NOT BE REQUIRED TO TAKE ANY
ACTION OR REFRAIN FROM TAKING ANY ACTION HEREUNDER TO THE
EXTENT THAT SUCH ACTION OR INACTION CONFLICTS WITH ANY ACTION
OR INACTION REQUIRED TO BE TAKEN BY GRANTOR FOR THE BENEFIT
OF OR AT THE DIRECTION
OF FIRST LIEN AGENT.**

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 22, 2005, by
Atlantis Plastic Films, Inc., a Delaware corporation ("Grantor"), in favor of The Bank of
New York, in its capacity as Agent for Lenders.

W I T N E S S E T H:

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

WHEREAS, Agent and Lenders are willing to make the Term Loan as
provided for in the Credit Agreement, but only upon the condition, among others, that
Grantor shall have duly executed and delivered to Agent, for itself and the ratable benefit of
Lenders, that certain Security Agreement, dated as of the date hereof (including all annexes,
exhibits and schedules thereto, and as amended, restated, amended and restated
supplemented or otherwise modified from time to time, 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 ratable benefit of Lenders, a continuing second 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, that 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 that (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 second priority security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the second priority security interests granted to Agent, for itself and the ratable benefit of Lenders, pursuant to the Security Agreement and the second priority security interests granted herein secure the same obligations as the second priority security interests granted pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the second priority 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 PLASTIC FILMS, INC.

By: Paul S. Saari
Name: PAUL G. SAARI
Title: SENIOR VP & CFO

ACCEPTED AND ACKNOWLEDGED BY:
THE BANK OF NEW YORK, 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 PLASTIC FILMS, INC.

By: _____
Name: _____
Title: _____

**ACCEPTED AND ACKNOWLEDGED BY:
THE BANK OF NEW YORK, as Agent**

By: *James B. Casanova, Jr.*
Name: *James B. Casanova, Jr.*
Title: *Vice President*

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

PATENTS

<u>Patent Description</u>	<u>Patent No.</u>
Deformable Label	5,302,431
Apparatus for Controlled Manual Unrolling of Rolled Flexible Material	4,600,163

PATENT APPLICATIONS

<u>Patent Description</u>	<u>Application No.</u>	<u>Application Date</u>
None		