

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
The Hudson-Sharp Machine Company	03/08/2005

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	20975 Swenson Drive
Internal Address:	Suite 110
City:	Waukesha
State/Country:	WISCONSIN
Postal Code:	53186

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6715260
Patent Number:	6669615
Patent Number:	6502371
Patent Number:	6319184
Patent Number:	6186933
Patent Number:	6171226
Patent Number:	6113269
Patent Number:	6095687
Patent Number:	5338281
Patent Number:	5421571

CORRESPONDENCE DATA

Fax Number: (202)728-0744

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

Phone: 2027216405

PATENT

500026200

REEL: 015861 FRAME: 0137

CH \$400.00 6715260

Email:	christine.wilson@t-t.com
Correspondent Name:	Thomson & Thomson
Address Line 1:	1750 K Street, NW
Address Line 2:	Suite 200
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
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**Total Attachments: 3**

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FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF PATENTS  
AS SECURITY AGREEMENT

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY AGREEMENT (this "Agreement") is made as of the 8 day of March, 2005, by THE HUDSON-SHARP MACHINE COMPANY, a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), in favor of JP MORGAN CHASE BANK, N.A., a national banking association and successor by merger to Bank One, N.A. (the "U.S. Lender").

RECITALS

A. Pursuant to a certain Collateral Assignment of Patents as Security dated July 14, 2003 (the "Assignment") from the Assignor in favor of Bank One, N.A., a national banking association, as the "U.S. Lender" under the Financing Agreement (as defined in the Assignment), the Assignor granted the U.S. Lender a security interest in its Patents (as defined in the Assignment) as further set forth in the Assignment. The Assignment was recorded with the Patent and Trademark Office on October 21, 2004 at Reel/Frame 015271/0448.

B. Subsequent to the execution, delivery and recordation of the Assignment, Bank One, N.A. merged with and into JP Morgan Chase Bank, N.A. As a result of such merger, the U.S. Lender is now JP Morgan Chase Bank, N.A., successor to Bank One, N.A.

C. Subsequent to the execution, delivery and recordation of the Assignment, the Assignor obtained and intends to use certain additional patents (the "Additional Patents").

D. The Assignor and the U.S. Lender have agreed to execute, deliver and record this Agreement in order to reflect the identity of the U.S. Lender as JP Morgan Chase Bank, N.A. and to add the Additional Patents to the Assignment.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the Assignor and U.S. Lender agree as follows:

1. The Assignor and U.S. Lender agree that the Recitals above are a part of this Agreement. Unless otherwise expressly defined in this Agreement, terms defined in the Financing Agreement shall have the same meaning under this Agreement.

2. The Assignor represents and warrants to the U.S. Lender that:

(a) All of the Assignor's representations and warranties contained in the Assignment are true and correct on and as of the date of the Assignor's execution of this Agreement.

(b) No Event of Default and no event which, with notice, lapse of time or both would constitute an Event of Default, has occurred and is continuing under the Assignment.

3. The Assignor hereby issues, ratifies and confirms the representations, warranties and covenants contained in the Assignment.

4. The Assignor and U.S. Lender agree that the Assignment is hereby amended to change the name of the U.S. Lender from "Bank One, N.A., a national banking association" to "JP Morgan Chase Bank, N.A., a national banking association". Any and all references in the Assignment to the "U.S. Lender", "assignee", "secured party" or similar terms previously referring to Bank One, N.A. shall hereafter be deemed to refer to JP Morgan Chase Bank, N.A.

5. The Assignment is hereby amended to include all Additional Patents listed on Schedule A attached hereto and incorporated herein. Any and all references in the Assignment to "Patents" shall hereafter include the Additional Patents.

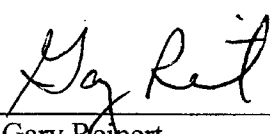
6. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument. The Assignor agrees that the U.S. Lender may rely on a telecopy of any signature of the Assignor. The U.S. Lender agrees that the Assignor may rely on a telecopy of this Agreement executed by the U.S. Lender.

IN WITNESS WHEREOF, the Assignor and the U.S. Lender have executed this Agreement under seal as of the date and year first written above.

WITNESS:

THE HUDSON-SHARP MACHINE COMPANY

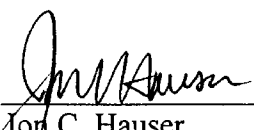


By:  (Seal)  
Gary Reinhert  
Vice President

WITNESS:

JP MORGAN CHASE BANK, N.A.,  
successor-by-merger to Bank One, N.A.



By:  (Seal)  
Jon C. Hauser  
First Vice President

**SCHEDULE A****LIST OF PATENTS**

<b><u>Patent No.</u></b>	<b><u>Description</u></b>
6715260	Method and apparatus for bag loading and dispensing
6669615	Plastic film hinging and pre-creasing process
6502371	Self-opening bag
6319184	Apparatus and process for producing cold seal in plastic bags
6186933	Plastic bag manufacturing process
6171226	Plastic bag bundling system
6113269	Automatic ventilating system for plastic bags
6095687	Flat bottomed plastic bag
5338281	Wicket servo method and device in bag-making machine
5421571	Apparatus for feeding bags to fill machine

**PATENT****RECORDED: 04/05/2005****REEL: 015861 FRAME: 0141**