

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
Selig Sealing Holdings, Inc.	04/28/2005
Selig Intermediate Holdings, Inc.	04/28/2005
Selig Sealing Products, Inc.	04/28/2005

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc. as Agent
Street Address:	2 Bethesda Metro Center, 14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6635137
Patent Number:	6461714
Patent Number:	5915577
Patent Number:	5871112
Patent Number:	5860544
Patent Number:	5702015
Patent Number:	5197618
Patent Number:	4960216
Application Number:	10436512

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: rocio.clausen@weil.com

CH \$360.00 6635137

Correspondent Name: Weil, Gothsal & Manges, c/o Rocio Clausen
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:

Rocio Clausen

Total Attachments: 11

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, entered into as of April 28, 2005, by and among Selig Sealing Holdings, Inc., a Delaware corporation, ("Parent"), Selig Intermediate Holdings, Inc., a Delaware corporation ("Intermediate Co."), Selig Holdings Corporation, a Delaware corporation ("Holdings"), and Selig Sealing Products, Inc., an Illinois corporation ("Selig", and together with Parent, Intermediate Co. and Holdings, the "Grantors" and each a "Grantor"), to and in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation ("ACFS"), as agent for the Purchasers identified in the Note Purchase Agreement (the "Purchase Agreement") among the Grantors, ACFS and the Purchasers party thereto dated of even date herewith (in such capacity, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, the Purchasers have severally agreed to purchase certain Senior Notes (as defined in the Purchase Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor is party to a Security Agreement of even date herewith in favor of the Secured Party (the "Security Agreement") and each Grantor is required to execute and deliver this Patent Security Agreement pursuant to the Security Agreement and the Purchase Agreement; and

WHEREAS, the parties hereto are parties to that certain Intercreditor Agreement (defined below) dated as of the date hereof;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Purchasers and the Secured Party to enter into the Purchase Agreement and to induce the Purchasers to purchase the Senior Notes thereunder, each Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest in Patent. Each Grantor, as collateral security for the full, prompt and complete payment when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, hypothecates and grants to the Secured Party, for the benefit of the Purchasers, a Lien on and a continuing security interest in all of such Grantor's right, title and interest in the following property of such Grantor now owned or hereafter acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(a) all reissues, reexaminations, recontinuations, divisionals, renewals, extensions and continuations-in-part of the foregoing; and

(b) all income, royalties, proceeds, damages and other Liabilities now or hereafter due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Grantor Remains Liable. It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents or Patent Licenses, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party's interest in such Patents or Patent Licenses or any other action or failure to act in connection with this Patent Security Agreement, except to the extent the same are caused by the gross negligence or willful misconduct of the Secured Party. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor's business or products or processes of such Grantor infringe any rights of such person.

SECTION 4. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the 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.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

SECTION 6. Applicable Law. THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO MARYLAND CHOICE OF LAW DOCTRINE.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Patent Security Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 28, 2005, as the same may be amended, restated, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among MADISON CAPITAL FUNDING LLC, as First Lien Agent, AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Second Lien Agent, MADISON CAPITAL FUNDING LLC, as Control Agent, SELIG HOLDINGS CORPORATION (to be known as Selig Sealing Products, Inc. following the merger of Selig Sealing Products, Inc. into Selig Holdings Corporation on or after the date hereof),

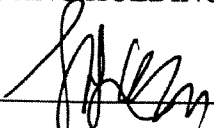
as Borrower, SELIG SEALING HOLDINGS, INC., as Parent, and SELIG INTERMEDIATE HOLDINGS, INC., as Holdings. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

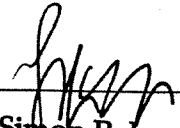
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

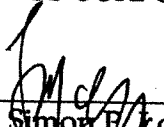
SELIG SEALING HOLDINGS, INC.

By: 
Name: _____
Title: **Simon P. Lonergan**
Vice President


SELIG INTERMEDIATE HOLDINGS, INC.

By: 
Name: _____
Title: **Simon P. Lonergan**
Vice President

SELIG HOLDINGS CORPORATION

By: 
Name: _____
Title: **Simon P. Lonergan**
Vice President

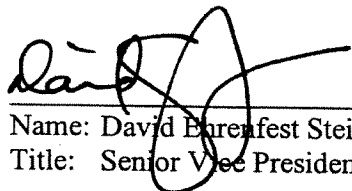
SELIG SEALING PRODUCTS, INC.

By: 
Name: _____
Title: **Simon P. Lonergan**
Vice President

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as the Secured Party

By:



Name: David Ehrenfest Steinglass
Title: Senior Vice President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

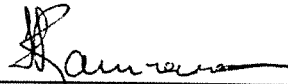
PATENT
REEL: 016038 FRAME: 0479

Acknowledgement of Grantor

STATE OF New York)

) ss.
COUNTY OF New York)

On this 26th day of April, 2005 before me personally appeared Simon P. Lonergan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Selig Sealing Holdings, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

J. SITA RAMNARACE
Notary Public, State of New York
No. 01RA6008809
Qualified in Queens County
Commission Expires June 15, 2006

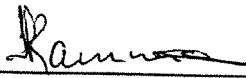
Acknowledgement of Grantor

STATE OF New York)

) ss.

COUNTY OF New York)

On this 26th day of April, 2005 before me personally appeared Simon P. Koenigau, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Selig Intermediate Holdings, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

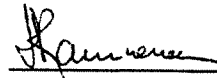
J. SITA RAMNARACE
Notary Public, State of New York
No. 01RA6008809
Qualified in Queens County
Commission Expires June 15, 2006

Acknowledgement of Grantor

STATE OF New York)

) ss.
COUNTY OF New York)

On this 26th day of April, 2005 before me personally appeared Simon P. Louergan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Selig Holdings Corporation, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

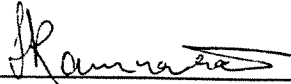
J. SITA RAMNARACE
Notary Public, State of New York
No. 01RA6008809
Qualified in Queens County
Commission Expires June 15, 2006

Acknowledgement of Grantor

STATE OF New York)

) ss.
COUNTY OF New York)

On this 26th day of April, 2005 before me personally appeared Simon P. Hourigan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Selig Sealing Products, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

J. SITA RAMNARACE
Notary Public, State of New York
No. 01RA6006809
Qualified in Queens County
Commission Expires June 15, 2006

PATENT SECURITY AGREEMENT SCHEDULES

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PATENT
REEL: 016038 FRAME: 0484

SCHEDULE I
to
Patent Security Agreement

PATENT REGISTRATIONS

Date Issued	Patent No.	Description	Inventors	Date Application Filed
10/21/03	6,635,137	Closure Seal For A Container	Giles	5/29/02
10/8/02	6,461,714	Closure Seal For A Container	Giles	10/20/00
6/29/99	5,915,577	Separating Seal System For Containers And Method of Making Same	Levine	4/30/97
2/16/99	5,871,112	Synthetic Replacement For Pulpboard In Waxbond Innerseals	Giles, Bennington, Brucker	5/3/96
1/19/99	5,860,544	Tamper-Evident Pull Tab-Induction Liner with Improved Moisture Migration Resistance And Methodology For Sealing With Same	Brucker	4/1/97
12/30/97	5,702,015	Closure Seal For Container	Giles, Bennington, Brucker	5/8/96
3/30/93	5,197,618	Tamper Evident Fusion Bonded Pull-Tab Induction Foil Lining System For Container Closures	Goth	10/15/91
10/2/90	4,960,216	Partially Laminated Closure Cap For Tamper Proof Container And Method Of Making Same	Giles, Bennington, Brucker	8/17/89
pending	10/436,512 (U.S. appl. no.)	Closure Seal For A Container (publ. no. 20040071934; publ. date 4/15/04)	Giles	5/12/03
n/a	PCT/US2004/014852 (PCT appl. no.)	Closure Seal For A Container (publ. no. WO2004/101368; publ. date 11/25/04)	Giles	5/12/04
pending	1101389.3 (EP appl. no.)	Closure Seal For A Container (publ. no. 1 199 253 A2; publ. date 4/24/02)	Giles	1/22/01

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