# **-OP \$360.00 47594**

#### 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
Landis Plastics, Inc.	11/20/2003

#### **RECEIVING PARTY DATA**

Name:	Fleet National Bank, as Collateral Agent	
Street Address:	Attn: Shai Patel, Mail Stop MA-DE 100-11A	
Internal Address:	100 Federal Street	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	

#### PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	4759465
Patent Number:	4819825
Patent Number:	4826039
Patent Number:	4872586
Patent Number:	5238135
Patent Number:	D369107
Patent Number:	D389058
Application Number:	09571634
Application Number:	60463361

#### **CORRESPONDENCE DATA**

Fax Number: (714)755-8290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

PATENT REEL: 016087 FRAME: 0454

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Address Line 2: Address Line 4:	Suite 2000 Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:		Rhonda DeLeon	
Total Attachments: 5 source=LandisPSA#page1. source=LandisPSA#page2. source=LandisPSA#page3. source=LandisPSA#page4.	tif tif tif		

PATENT REEL: 016087 FRAME: 0455

## PATENT SECURITY INTEREST ASSIGNMENT

WHEREAS, Landis Plastics, Inc. (the "Assignor") has made certain representations and warranties in the Pledge Agreement (as defined below) and related documents with respect to the patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into a Pledge Supplement, dated November 20, 2003, to the Pledge and Security Agreement, dated July 22, 2002 (the "Pledge Agreement"), in favor of Fleet National Bank, as the Collateral Agent (the "Assignee");

WHEREAS, pursuant to the Pledge Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof (if any) and all continuations in part, reissues, divisions, extensions and rights of priority concerning the foregoing, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Pledge Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, assign, and set over unto the Assignee and grants to the Assignee for the benefit of the lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Pledge Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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## SCHEDULE 1A

Patents and Patent Applications					
Patent or Application Number	Filing Date	Issue Date	Title		
US 4,759,465	9/3/87	7/26/88	Tear strip closure for container with security ring with lift tab connected to upper part of skirt to allow removal of closure		
US 4,819,825	2/5/88	4/11/89	Tear strip closure with tamper indication		
US 4,826,039	2/5/88	5/2/89	Container closure with anti-nesting ribs		
US 4,872,586	9/25/87	10/10/89	Container closure and assembly		
US 5,238,135	3/18/92	8/24/93	Easy-open tear strip lid		
US D369,107	12/13/94	4/23/96	Design of lid with partially removable gripping flange		
US D389058	1/6/95	1/13/98	Design of plastic container lid		
US 09/571,634	5/15/00	Application pending	Thin wall closure container		
US 60/463,361	4/16/03	Application pending	Tamper evident lid and container		

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PATENT REEL: 016087 FRAME: 0457 IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of the date first above written.

LANDIS PLASTICS, INC.

Name: James M. Kratochvil

Title: Executive Vice President

CITY:

EVANSVILLE)

STATE OF:

INDIANA)

TO WIT:

)

## AFFIDAVIT OF EXECUTION

I Diane Tungate, of the City of <u>Evansville</u> in the State of <u>Indiana</u>, a Notary Public duly appointed, make oath and say:

- 1. I was personally present and did see <u>James M. Kratochvil</u>, who is personally known to me to be the duly authorized signatory of Landis Plastics, Inc., an Illinois corporation (the "Corporation"), duly sign and execute the foregoing instrument for the purposes named therein.
- 2. That the instrument was executed at the City of Evansville, in the <u>State</u> of <u>Indiana</u>, and that I am the subscribing witness thereto.
- 3. That I know the said James M. Kratochvil and he/she is in my belief of the full age of twenty-one years.

SWORN BEFORE ME at the City of Evansville in the State of Indiana, this 20th day of November, 2003

A Notary Public in and for the State of Indiana

PATENT

**REEL: 016087 FRAME: 0459** 

# AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CITY:

**EVANSVILLE**)

STATE OF:

INDIANA)

TO WIT:

)

I, James M. Kratochvil, of the City of Evansville, in the State of Indiana, MAKE OATH AND SAY:

I am an officer or director or duly authorized signatory of Landis Plastics, Inc., an Illinois corporation (the "Corporation"), named in the within or annexed instrument.

I am authorized by the Corporation to execute the within instrument.

SWORN BEFORE ME at the City of Evansville, in the State of Indiana, this 20th day of November, 2003

Name: James M. Kratochvil

Title: Executive Vice President

PATENT REEL: 016087 FRAME: 0460

**RECORDED: 06/02/2005**