

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 14499/0121
CONVEYING PARTY DATA	
Name	Execution Date
Wells Fargo Bank, National Association	06/03/2005
RECEIVING PARTY DATA	
Name:	Kerr Group, Inc.
Street Address:	1706 Hempstead Road
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17601
Name:	Saffron Acquisition Corp.
Street Address:	1706 Hempstead Road
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17601
Name:	Sun Coast Industries, Inc.
Street Address:	1706 Hempstead Road
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17601
Name:	Plastics Funding Corporation
Street Address:	1706 Hempstead Road
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17601
Name:	Setco, LLC (f/k/a Kerr Acquisition Sub I, LLC)
Street Address:	1706 Hempstead Road

OP \$2160.00 4461393

City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17601

Name:	Tubed Products, LLC (f/k/a Kerr Acquisition Sub II, LLC)
Street Address:	1706 Hempstead Road
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17601

PROPERTY NUMBERS Total: 54

Property Type	Number
Patent Number:	4461393
Patent Number:	4534480
Patent Number:	4526281
Patent Number:	4560077
Patent Number:	4595547
Patent Number:	4595110
Patent Number:	4522328
Patent Number:	4579238
Patent Number:	4609114
Patent Number:	4598833
Patent Number:	4683016
Patent Number:	4637519
Patent Number:	4700867
Patent Number:	4667838
Patent Number:	D312405
Patent Number:	4807770
Patent Number:	5280842
Patent Number:	5348201
Patent Number:	5445022
Patent Number:	5588546
Patent Number:	5417350
Patent Number:	5660288
Patent Number:	5712042
Patent Number:	5671853

Patent Number:	5816441
Patent Number:	5657901
Patent Number:	D397031
Patent Number:	5938055
Patent Number:	5846471
Patent Number:	D405371
Patent Number:	D427528
Patent Number:	5927526
Patent Number:	5813553
Patent Number:	5979680
Patent Number:	6076689
Patent Number:	6053343
Patent Number:	5941402
Patent Number:	6477823
Patent Number:	6371317
Patent Number:	6019592
Patent Number:	6095354
Patent Number:	6357615
Patent Number:	6371316
Patent Number:	6640987
Patent Number:	6673298
Application Number:	10217261
Application Number:	10293803
Patent Number:	D480313
Patent Number:	D480314
Patent Number:	4640435
Patent Number:	4747511
Patent Number:	4687116
Patent Number:	5584418
Patent Number:	4964548

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
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:

Rhonda DeLeon

Total Attachments: 11

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY

This Termination and Release of Security Interest in Intellectual Property is entered into as of June 3, 2005 by and between WELLS FARGO BANK, NATIONAL ASSOCIATION (“*Wells Fargo*”) (“Collateral Agent”), as administrative agent and collateral agent under that certain Intellectual Property Security Agreement dated as of August 13, 2003 (the “IP Security Agreement”) and KERR GROUP, INC., SAFFRON ACQUISITION CORP., SUN COAST INDUSTRIES, INC., PLASTICS FUNDING CORPORATION, SETCO, LLC (f/k/a KERR ACQUISITION SUB I, LLC), and TUBED PRODUCTS, LLC (f/k/a KERR ACQUISITION SUB II, LLC) (“Secured Parties”).

WITNESSETH:

WHEREAS, Secured Parties and Collateral Agent are parties to the IP Security Agreement;

WHEREAS pursuant to the IP Security Agreement, Secured Parties granted Collateral Agent a security interest in and to the Collateral (as defined in the IP Security Agreement) including, without limitation, those certain issued patents and patent applications set forth in Schedule A (collectively, the “Patents”), which security interest was recorded in the United States Patent and Trademark Office on September 17, 2003 at Reel 014499 and frames 0121-0137; those certain registered trademarks and trademark applications set forth in Schedule B and goodwill related thereto (collectively, the “Trademarks”), which security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on September 17, 2003 at Reel 002828 and frames 0171-0179; and those certain registered copyrights (collectively, the “Copyrights”) set forth in Schedule C, which security interest was recorded in the U.S. Copyright Office on September 25, 2003 at volume number 3502, page number 184; and

WHEREAS, Secured Parties have satisfied their obligations under the IP Security Agreement and Collateral Agent now desires to terminate and release the entirety of its security interests, liens and encumbrances in the Collateral and restore all right, title and interest in and to such Collateral to Secured Parties.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, the Collateral Agent and Secured Parties hereby agree as follows:

1. The Collateral Agent hereby terminates and releases in its entirety its security interests, liens and encumbrances in the Collateral and hereby releases, discharges, quitclaims, relinquishes unto, and assigns to the Secured Parties any and all of its right, title and interest, if any, in and to the Collateral, including, without limitation, all Patents, Trademarks and Copyrights; all income, license royalties, damages and payments now or hereafter due and/or payable with respect thereto; any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with

respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; all rights corresponding thereto throughout the world; and the goodwill connected with and symbolized by the foregoing.

2. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and the Register of Copyrights to record this release.

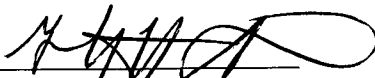
3. This Termination and Release of Security Interest in Intellectual Property may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. This Termination and Release of Security Interest in Intellectual Property shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each of the Collateral Agent and Secured Parties has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 

Name: Geoff Headington

Title: Vice President

Address for Notices:

201 Third Street
Eighth Floor
San Francisco
CA 94103
Attention: Ellen Einarsson/Deborah Moore

KERR GROUP, INC

By: _____

Name: _____

Title: _____

Address for Notices:

500 New Holland Avenue
Lancaster, PA 17602

SAFFRON ACQUISITION CORP.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the Collateral Agent and Secured Parties has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____


Name: _____

Title: _____

Address for Notices:

201 Third Street
Eighth Floor
San Francisco
CA 94103
Attention: Ellen Einarsson/Deborah Moore

KERR GROUP, INC

By:  _____


Name: James M. Kratochvil

Title: EVP and CFO

Address for Notices:

500 New Holland Avenue
Lancaster, PA 17602

SAFFRON ACQUISITION CORP.

By:  _____

Name: James M. Kratochvil

Title: EVP and CFO

Address for Notices:

500 New Holland Avenue
Lancaster, PA 17602

SUN COAST INDUSTRIES, INC.

By:  _____

Name: James M. Kratochvil

Title: VP and CFO

Address for Notices:

500 New Holland Avenue
Lancaster, PA 17602

PLASTICS FUNDING
CORPORATION

By:  _____

Name: James M. Kratochvil

Title: VP and CFO

Address for Notices:

500 New Holland Avenue
Lancaster, PA 17602

SETCO, LLC

By:  _____

Name: James M. Kratochvil


Title: VP and CFO

Address for Notices:

500 New Holland Avenue

Lancaster, PA 17602

TUBED PRODUCTS, LLC

By:  _____

Name: James M. Katochvil

Title: EVP and CFO

Address for Notices:

500 New Holland Avenue
Lancaster, PA 17602

SCHEDULE "A"

PATENTS

Owner	Title	App. No. Filing Date	Patent No. Issue Date
Kerr Group Inc.	Closure cap	06/485,533 04/15/83	4,461,393 07/24/84
Kerr Group Inc.	Tamper evident closure	06/616,108 06/01/84	4,534,480 08/13/85
Kerr Group Inc.	Moisture tight closure and container	06/639,031 08/09/84	4,526,281 07/02/85
Kerr Group Inc.	Plastic closure cap	06/654,084 09/25/84	4,560,077 12/24/85
Kerr Group Inc.	Method of manufacturing a tamper evident closure	06/695,207 01/25/85	4,595,547 06/17/86
Kerr Group Inc.	Tamper-evident closure	06/705,543 02/26/85	4,595,110 06/17/86
Kerr Group Inc.	Mold for making tamper-proof closure	06/707,364 03/01/85	4,552,328 11/12/85
Kerr Group Inc.	One-piece moisture-tight safety closure and container	06/726,044 04/23/85	4,579,238 04/01/86
Kerr Group Inc.	Safety closure with nested caps	06/726,130 04/23/85	4,609,114 09/02/86
Kerr Group Inc.	Tamper-evident child-resistant closure	06/770,681 08/29/85	4,598,833 07/08/86
Kerr Group Inc.	Process for forming a two part closure	06/771,952 09/03/85	4,683,016 07/28/87
Kerr Group Inc.	Two part closure	06/771,964 09/03/85	4,637,519 01/20/87
Kerr Group Inc.	Sleeved container and closure assembly	06/832,804 02/25/86	4,700,867 10/20/87
Kerr Group Inc.	Tamper-evident closure with ribbed skirt	06/851,747 04/14/86	4,667,838 05/26/87
Kerr Group Inc.	Combined tube and dispensing cap	07/058,750 06/05/87	D312,405 11/27/90
Kerr Group Inc.	Composite, tamper evident, vacuum indicating closure and container	07/160,477 02/25/88	4,807,770 11/27/90
Kerr Group Inc.	Low reverse torque closure assembly	07/991,053 12/15/92	5,280,842 01/25/94

Owner	Title	App. No. Filing Date	Patent No. Issue Date
Kerr Group Inc.	Flip top closure	08/049,914 04/20/93	5,348,201 09/20/94
Kerr Group Inc.	Measuring scoop	08/248,046 05/24/94	5,445,022 08/29/95
Kerr Group Inc.	Closure with stay-open lid	08/249,769 05/26/94	5,588,546 12/31/96
Kerr Group Inc.	Flip top closure	08/305,984 09/19/94	5,417,350 05/23/95
Kerr Group Inc.	Reverse helix tamper-evident container	08/376,198 01/20/95	5,660,288 08/26/97
Kerr Group Inc.	Second seal for closure liners	08/422,460 04/17/95	5,712,042 01/27/98
Kerr Group Inc.	Child-resistant one-piece container and one-piece closure assembly	08/551,186 10/31/95	5,671,853 09/30/97
Kerr Group Inc.	Tablet dispenser with child-resistant locking feature	08/591,050 01/25/96	5,816,441 10/06/98
Kerr Group Inc.	Tablet dispenser with child-resistant locking feature	08/596,934 02/05/96	5,657,901 08/19/97
Kerr Group Inc.	Tamper evident closure	29/067,708 03/07/97	D397,031 08/18/98
Kerr Group Inc.	Safety cap and container	08/815,538 03/12/97	5,938,055 08/17/99
Kerr Group Inc.	Method from manufacturing a tamper-evident closure	08/829,965 04/01/97	5,846,471 12/08/98
Kerr Group Inc.	Combined container and child-resistant closure	29/072,207 05/30/97	D405,371 02/09/99
Kerr Group Inc.	Combined container and child-resistant closure	29/072,091 06/09/97	D427,528 07/04/00
Kerr Group Inc.	Child-resistant one-piece container and one-piece closure assembly	08/873,152 06/11/97	5,927,526 07/27/99
Kerr Group Inc.	Snap-band tamper evident	08/951,379 10/16/97	5,813,553 09/29/98
Kerr Group Inc.	Child-resistant adult-friendly cap and vial assembly	08/949,140 10/10/97	5,979,680 11/09/99
Kerr Group Inc.	Child resistant and adult friendly container and closure device	09/019,536 02/05/98	6,076,689 06/20/00
Kerr Group Inc.	Child-resistant closure and container with tamper indication	09/078/643 05/14/98	6,053,343 04/25/00

Owner	Title	App. No. Filing Date	Patent No. Issue Date
Kerr Group Inc.	Child-resistant closure and container apparatus	08/880,454 06/24/98	5,941,402 08/24/99
Kerr Group Inc.	Closure and container system for hot filled containers	09/124,681 07/30/98	6,477,823 11/12/02
Kerr Group Inc.	Tamper indicating closure with foldable tab	09/131,371 08/07/98	6,371,317 04/16/02
Kerr Group Inc.	Apparatus for manufacturing a tampered-evident closure having a plurality of tabs molded to extend radially upward and inward	09/203,993 12/02/98	6,019,592 02/01/00
Kerr Group Inc.	Child resistant closure and container	09/280,809 03/30/99	6,095,354 08/01/00
Kerr Group Inc.	Child resistant one-piece container and one-piece closure	09/361,078 07/26/99	6,357,615 03/19/02
Kerr Group Inc.	Child resistant closure and container with guarded flip-top	09/479,065 01/07/00	6,371,316 04/16/02
Kerr Group Inc.	Child resistant closure and container having axially offset locking teeth	09/725,082 11/29/00	6,640,987 11/04/03
Kerr Group Inc.	Tamper indicating closure with foldable tab	10/041,398 01/08/02	6,673,298 01/06/04
Kerr Group Inc.	Container having internal strengthening ribs	10/217,261 08/13/02	Pending
Kerr Group Inc.	Closure and container system for hot filled containers	10/293,803 11/12/02	Pending
Setco Inc.	Bottle	29/154,950 01/31/02	D480,313 10/07/03
Setco Inc.	Bottle	29/154,952 01/31/02	D480,314 10/07/03
Sun Coast Closures, Inc.	Plastic closure for beverage container	06/824,983 01/23/86	4,640,435 02/03/87
Sun Coast Closures, Inc.	Plug-type openers for plastic can ends	06/884,136 07/10/86	4,747,511 05/31/88
Sun Coast Closures, Inc.	Easy open container end closure	06/905,416 09/10/86	4,687,116 08/18/87
Tubed Products Inc.	Flexible container having dispensing head with exposed shoulder	08/216,949 03/24/94	5,584,418 12/17/96
McCormick & Company, Inc.	Dispensing closure having an interior sealing sleeve, a threaded sleeve engaging a threaded tube, and stop blocks limiting twisting of the closure cap	07/427,993 10/27/89	4,964,548 10/23/90

TRADEMARKS

Owner	Mark	App. No. Filing Date	Reg. No. Reg. Date
Kerr Group, Inc.	CLEAR PICTURE	75/353,374 09/08/97	2,198,183 10/20/98
Kerr Group, Inc.	CR-I	73/144,833 10/17/77	1,133,139 04/15/80
Kerr Group, Inc.	CR-III	75/150,412 08/14/96	2,290,365 11/02/99
Kerr Group, Inc.	FRIENDLY & SAFE	75/210,163 12/09/96	2,201,996 11/03/98
Kerr Group, Inc.	KERR	71/533,171 09/03/47	503,109 10/19/48
Kerr Group, Inc.	KERR	71/533,174 09/03/47	503,110 10/19/48
Kerr Group, Inc.	KERR	74/084,276 08/02/90	1,671,730 01/14/92
Kerr Group, Inc.	KERR And Design	73/657,961 04/30/87	1,465,528 11/17/87
Kerr Group, Inc.	KERR And Design	74/415,334 07/22/93	1,891,932 05/02/95
Kerr Group, Inc.	SCRIPTVISION	75/150,413 08/14/96	2,290,366 11/02/99
Kerr Group, Inc.	SETCO	73/568,976 11/18/85	1,401,239 07/15/86
Kerr Group, Inc.	TAB-II	75/717,512 06/01/99	2,779,773 11/04/03
Kerr Group, Inc.	TP (Stylized)	73/240,609 11/27/79	1,174,234 10/20/81
Sun Coast Holdings, Inc.	ELAN	73/031,046 09/03/74	1,075,979 10/25/77
Sun Coast Holdings, Inc.	FORTE	73/008,685 12/12/73	1,003,747 02/04/75
Sun Coast Holdings, Inc.	SR-40	72/178,638 10/09/63	777,184 09/22/64
Sun Coast Holdings, Inc.	SUN COAST	74/729,369 09/15/95	2,078,444 07/15/97
Sun Coast Holdings, Inc.	SUN COAST	75/006,937 10/17/95	2,075,025 07/01/97

Owner	Mark	App. No. Filing Date	Reg. No. Reg. Date
Sun Coast Holdings, Inc.	TE-III	75/276,008 04/16/97	2,235,064 03/23/99

COPYRIGHTS

Owner	Title	Reg. No. Reg. Date
Kerr Group, Inc.	Kerr Kitchen Cookbook: Home Canning and Freezing Guide	TX 2-907-624 06/18/90
Sun Coast Holdings, Inc.	Oval design: no. S-12PH	VA 372-156 10/31/88
Sun Coast Holdings, Inc.	Oval design: no. S-11PH	VA 371-841 10/31/88