

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
JPMorgan Chase Bank	02/26/2003
RECEIVING PARTY DATA	
Name:	Crown Cork & Seal Company
Street Address:	11535 South Central Avenue
City:	Alsip
State/Country:	ILLINOIS
Postal Code:	60482
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5857312
CORRESPONDENCE DATA	
Fax Number:	(603)624-9229
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	603-624-9220
Email:	patent@davisandbujold.com
Correspondent Name:	Davis & Bujold, P.L.L.C.
Address Line 1:	500 North Commercial Street
Address Line 2:	Fourth Floor
Address Line 4:	Manchester, NEW HAMPSHIRE 03101
ATTORNEY DOCKET NUMBER:	ROCKCO/ZINTEC BUFF
NAME OF SUBMITTER:	Scott A. Daniels
Total Attachments: 9 source=release#page1.tif source=release#page2.tif source=release#page3.tif	

CH \$40.00 5857312

500057657

PATENT
REEL: 016700 FRAME: 0045

source=release#page4.tif
source=release#page5.tif
source=release#page6.tif
source=release#page7.tif
source=release#page8.tif
source=release#page9.tif

RELEASE AND TERMINATION AGREEMENT dated as of February 26, 2003, among CROWNCORK & SEAL COMPANY, INC., a Pennsylvania corporation ("CCSC"), each of the Subsidiary Borrowers referred to in the Credit Agreement referred to herein (the Subsidiary Borrowers and CCSC being collectively called the "Borrowers") and JPMORGAN CHASE BANK, formerly known as The Chase Manhattan Bank, a New York banking corporation ("JPMCB"), as administrative agent (in such capacity, the "Administrative Agent") and collateral agent (in such capacity, the "Collateral Agent") under the Credit Agreement referred to herein. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement dated as of February 7, 1997, as amended and restated as of August 5, 2002 (as amended, supplemented and otherwise modified, the "Credit Agreement"), among the Borrowers, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have extended credit to the Borrowers, and have agreed to extend credit to the Borrowers, in each case subject to the terms and conditions set forth therein;

WHEREAS, pursuant to the Security Documents, the Borrowers and the Subsidiary Loan Parties have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Collateral to secure the Obligations; and

WHEREAS, the Borrowers intend, simultaneously with the execution of this Agreement, (a) to terminate all remaining Commitments under the Credit Agreement, (b) to repay all Loans outstanding under the Credit Agreement, to pay all accrued and unpaid interest and fees payable under the Credit Agreement and to pay all other monetary obligations of the Borrowers under the Credit Agreement and the other Loan Documents, including amounts payable pursuant to any indemnity or expense reimbursement provisions thereof (the amounts described in this clause (b) being referred to as the "Designated Obligations"), and (c) to arrange for the delivery to JPMCB, as Issuing Bank, of one or more letters of credit (the "Backstop LCs") supporting all amounts that may become payable to JPMCB in respect of drawings under the Letters of Credit outstanding on the date hereof (the "Outstanding Letters of Credit") or fees and expenses in respect thereof; and

WHEREAS, (a) the Designated Obligations are set forth in Schedule I hereto and (b) the Outstanding Letters of Credit are set forth in Schedule II hereto;

NOW, THEREFORE, in consideration of the payment in full of the Designated Obligations and delivery of the Backstop LCs simultaneously with the execution and delivery of this Agreement:

1. The parties hereto hereby agree that (a) the Commitments are terminated and the Lenders have no further obligation to extend credit under the Loan Documents and the Issuing Bank has no further obligation to issue Letters of Credit and (b) all liability of the Borrowers in respect of the Designated Obligations is hereby discharged and paid in full; provided that (i) the foregoing shall not be construed to relieve any Loan Party from its obligations under any indemnity or expense reimbursement provisions of any Loan Document (including, without limitation, Sections 2.16, 2.17, 2.18 and 10.05 of the Credit

Agreement) in respect of amounts that may become payable thereunder and (ii) it is understood that a portion of the amounts specified as "Break Funding Costs" on Schedule I represents an estimate of amounts payable under Section 2.18 of the Credit Agreement, and the Administrative Agent will return to the Borrowers any excess of such estimated amount over the amounts actually owing under Section 2.18 of the Credit Agreement (and clause (ii) above will apply to any shortfall).

2. The Collateral Agent does hereby release and discharge any and all security interests and Liens granted to it pursuant to the Security Documents. The Collateral Agent agrees to execute and deliver to any Loan Party (at the expense of the Loan Parties) any Uniform Commercial Code termination statements, irrevocable stock powers, mortgage release documents or other instruments or documents that any Loan Party shall reasonably request, and in each case, in form and substance reasonably satisfactory to the Loan Parties, in order to evidence or give effect the release of such security interests and Liens and to release and discharge any right, title or interest that the Collateral Agent may have or that it may be entitled to by virtue of the Security Documents in or to the Collateral and to return to the Loan Parties any certificate or certificates or other instruments constituting Collateral. Each release and discharge of Liens pursuant to this paragraph is without recourse to or warranty by the Collateral Agent. In addition, upon effectiveness of this letter, the Administrative Agent shall request that each Lender promptly return any Notes held by it to the Borrower, in each case marked "canceled" or "paid in full".

3. JPMCB, in its capacity as Issuing Bank, hereby releases and terminates the obligations of the Tranche A Revolving Lenders under Section 2.06(d) of the Credit Agreement in respect of the Outstanding Letters of Credit. Each Borrower acknowledges and agrees that its obligations under Section 2.06 of the Credit Agreement in respect of the Outstanding Letters of Credit are not discharged (it being understood that such obligations are not secured). CCSC acknowledges and agrees that the fees payable by it to JPMCB, as Issuing Bank, under clause (ii) of Section 2.11(b) of the Credit Agreement shall continue to accrue and be payable with respect to the Outstanding Letters of Credit until there ceases to be any LC Exposure; provided that hereafter such fees shall be payable monthly in arrears on the 15th day of each month and on the date that there ceases to be any LC Exposure. JPMCB shall be entitled to draw on the Backstop LCs to satisfy any amounts payable to it in respect of any LC Disbursement or any fees payable to it as referred to above.

4. This Agreement shall become effective only after (a) counterparts hereof have been executed by the Borrowers and JPMorgan Chase Bank (as Administrative Agent and Collateral Agent under the Credit Agreement and the Security Documents and as Issuing Bank) and are in the possession of the Administrative Agent, (b) the Administrative Agent has received, by wire transfer of immediately available funds, the aggregate amount of the Designated Obligations, as set forth in Schedule I hereto, and (c) JPMCB, as Issuing Bank, shall have received the Backstop LCs, in form and substance reasonably satisfactory to it and issued by a bank or banks reasonably satisfactory to it (Citicorp North America, Inc. shall be deemed to be satisfactory), in an aggregate amount equal to at least 101% of the aggregate face amount of the Outstanding Letters of Credit as set forth on Schedule II hereto (it being understood that, as outstanding Letters of Credit expire without unreimbursed drawings thereunder, Citicorp North America, Inc. can substitute Backstop LCs in substantially the same form as those previously issued but for an amount equal to 101% of the aggregate face amount of the Outstanding Letters of Credit as reduced by the amount of such expired Outstanding Letters of Credit); provided that this Agreement shall not become effective

unless all the foregoing conditions are satisfied prior to 12:00 p.m., New York time, on the date hereof.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CROWN CORK & SEAL COMPANY,
INC.,

by



Name:

Title:

EACH OF THE SUBSIDIARY
BORROWERS LISTED ON SCHEDULE I
TO THE CREDIT AGREEMENT,

by

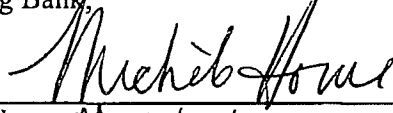


Name:

Title:

JPMORGAN CHASE BANK, as
Administrative Agent, Collateral Agent and
Issuing Bank,

by

A handwritten signature in black ink, appearing to read "Michele Howe", written over a horizontal line.

Name: Michele Howe

Title: Vice President

Schedule I

Designated Obligations

Loans	\$1,576,200,000.00
	€12,000,000.00
	£132,000,000.00
Interest	\$5,506,311.28
	€32,266.67
	£774,892.65
Fees	
Facility Fee	\$1,794,011.67
L/C Fees	\$399,939.02
Break Funding Costs	\$400,000.00
	€5,000.00
	£40,000.00
Fees of	
Davis Polk & Wardwell	\$32,796.60
Cravath, Swaine & Moore	\$75,847.39
Gleiss Lutz	\$28,670.40
Herbert Smith	<u>\$10,050.94</u>
Designated Obligations	\$1,584,447,627.30 <i>plus</i>
	€12,037,266.67 <i>plus</i>
	<u>£132,814,892.65</u>

Schedule II

Outstanding Letters of Credit

Lee, Erika

From: Amy.Redfearn@chase.com
Sent: Wednesday, February 26, 2003 10:55 AM
To: Lee, So Young
Cc: Dworkin, Adam; ayden.dagg@citigroup.com; Lee, Erika; gary.green@dechert.com; la-toya.hackney@dechert.com; mark.ohare@citigroup.com; Becker, Michael A.; Michele.Howe@JPMorgan.com; myles.kassin@citigroup.com; paul.gibbs@citigroup.com; paul.o.joseph@citigroup.com; Lee, So Young; thomas.a.marsden@citigroup.com
Subject: RE: CROWN CORK AND SEAL

Dear all,

We confirm that all the conditions of the Termination and Release Agreement have now been met and JPMorgan releases the collateral.

Regards,
Amy Redfearn
J.P. Morgan Europe Limited

"Lee, So
Young"
toya.hackney@dechert.com,
<SLee@Cahill.c
myles.kassin@citigroup.com,
om>
<SLee@Cahill.com>, "Lee,
<MBecker@Cahill.com>,"
26/02/03 15:41
gary.green@dechert.com,
paul.gibbs@citigroup.com,
mark.ohare@citigroup.com,
To: Amy Redfearn/JPMCHASE@CHASE, la-
"Becker, Michael A." <MBecker@Cahill.com>,
thomas.a.marsden@citigroup.com, "Lee, So Young"
Erika" <ELee@Cahill.com>, "Becker, Michael A."
"Dworkin, Adam" <adworkin@cahill.com>,
paul.o.joseph@citigroup.com,
ayden.dagg@citigroup.com,
Michele.Howe@JPMorgan.com
cc:
Subject: RE: CROWN CORK AND SEAL

Deal all,

In response to the email below, the JPMorgan Letter of Credit is released.

Please confirm via email to the same email group that the collateral has been released.

Thank you,
So Young

So Young Lee
Cahill Gordon & Reindel
80 Pine Street
New York, New York 10005
Phone: (212) 701-3866
Fax: (212) 378-2526
Email: sylee@cahill.com

-----Original Message-----

From: Amy.Redfearn@chase.com [mailto:Amy.Redfearn@chase.com]
Sent: Wednesday, February 26, 2003 10:33 AM
To: la-toya.hackney@dechert.com; MBecker@Cahill.com; myles.kassin@citigroup.com;
thomas.a.marsden@citigroup.com; SLee@Cahill.com; ELee@Cahill.com; MBecker@Cahill.com;
adworkin@Cahill.com; gary.green@dechert.com; paul.o.joseph@citigroup.com;
paul.gibbs@citigroup.com; ayden.dagg@citigroup.com; mark.ohare@citigroup.com;
Michele.Howe@JPMorgan.com
Subject: CROWN CORK AND SEAL
Importance: High

Dear all,

Please be advised that we have now received all Designated Obligations due under Schedule I of the Release and Termination Agreement.

Best regards,
Amy Redfearn
J.P. Morgan Europe Limited

The information contained in this e-mail message may be privileged and confidential information and is intended only for the use of the individual and/or entity identified in the alias address of this message. If the reader of this message is not the intended recipient, or an employee or agent responsible to deliver it to the intended recipient, you are hereby requested not to distribute or copy this communication. If you have received this communication in error, please notify us immediately by telephone or return e-mail and delete the original message from your system.

Thank you.