

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amended and Restated Patent Security Agreement (re Reel/Frame No. 014845/0493)--First Priority Lien

CONVEYING PARTY DATA

Name	Execution Date
Hilex Poly Co. LLC, a Delaware limited liability company	10/18/2005

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, a Delaware Corporation
Street Address:	6130 Stoneridge Mall Road, Suite 300
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	5562580
Patent Number:	5335788
Patent Number:	D307555
Patent Number:	D323619
Patent Number:	D325311
Patent Number:	D396636
Patent Number:	D308170
Patent Number:	4880750
Patent Number:	4807754
Patent Number:	4872766
Patent Number:	4911560
Patent Number:	4923436
Patent Number:	4930385
Patent Number:	4943167

PATENT

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Patent Number:	4981216
Patent Number:	4995860
Patent Number:	5125604
Patent Number:	5207368
Patent Number:	5336036
Patent Number:	5362152
Patent Number:	5667173
Patent Number:	5845779
Patent Number:	5881882
Patent Number:	5941393
Patent Number:	6286681
Patent Number:	6446811
Patent Number:	D505036
Application Number:	11237472
Application Number:	10760925
Application Number:	29234555

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 7145401235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	035060-9 HILEX AMEND&RES
NAME OF SUBMITTER:	Patricia A. Conner

Total Attachments: 10

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**AMENDED AND RESTATED
PATENT SECURITY AGREEMENT**

AMENDED AND RESTATED PATENT SECURITY AGREEMENT dated as of October 18, 2005, by HILEX POLY CO. LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GE Capital"), individually and in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, certain lenders have entered into that certain Credit Agreement dated as of December 22, 2003 (as amended prior to the date hereof, the "Original Credit Agreement") by and among Grantor, as borrower, the other credit parties party thereto, the lenders party thereto from time to time, and GE Capital, as agent;

WHEREAS, in connection with the Original Credit Agreement, Grantor, the other grantors named therein and Agent executed that certain Security Agreement dated as of December 22, 2003 (as amended prior to the date hereof, the "Original Security Agreement"), and Grantor and Agent executed that certain Patent Security Agreement dated as of December 22, 2003 (as amended prior to the date hereof, the "Original Patent Security Agreement");

WHEREAS, Lenders and GE Capital, as Agent, have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof with Grantor, as a Borrower, and the other Credit Parties party thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which amends and restates the Original Credit Agreement in its entirety;

WHEREAS, in connection with the Credit Agreement, Grantor, the other grantors named therein and Agent have entered into that certain Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which amends and restates the Original Security Agreement in its entirety;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Amended and Restated Patent Security Agreement, which amends and restates the Original Patent Security Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees to amend and restate the Original Patent Security Agreement in its entirety as follows:

- (a) DEFINED TERMS. All capitalized terms used herein but not otherwise defined herein shall have the meanings given them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

Grantor has previously granted, and hereby grants, to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against any third party for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License;

provided, however, that the Patent Collateral shall not include any rights or interests of Grantor under any Patent License in effect on the Closing Date, if, and solely to the extent that, the granting of a security interest in favor of Agent in such Patent License would cause a default under the express terms of such Patent License (other than to the extent that any such term would be rendered ineffective pursuant to the Code (including, without limitation, with respect to any Account, payment intangible, Chattel Paper or promissory note) or any other applicable law, including, without limitation, the Bankruptcy Code or principles of equity), provided further, however, that immediately upon the ineffectiveness, lapse, amendment or termination of any such term, such Patent License shall (without any further action or delivery by any Person) constitute Patent Collateral (and Grantor shall be deemed to have granted a security interest therein) hereunder as if such provision had never been in effect. Grantor hereby agrees and acknowledges that the foregoing exclusion shall not in any way be construed to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of Grantor in or to monies due or to become due under any Patent License or any other Proceeds from the sale, license, lease or disposition of such Patent License, and Grantor agrees that it shall use commercially reasonable efforts prior to entering into any such Patent License to cause the grant of the security interest in favor of Agent in such Patent License, as contemplated hereunder, to be permitted thereunder.

The foregoing grant of security interest in this Section 2 confirms the grant of the security interest in the Patent Collateral made in the Original Patent Security Agreement and continues in all respects the grant therein without in any way causing any interruption in continuity from such original grant.

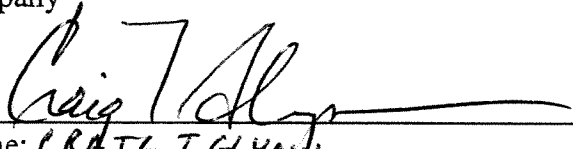
3. SECURITY AGREEMENT. The security interests continued and granted pursuant to this Amended and Restated Patent Security Agreement are continued and granted in conjunction with the security interests continued and granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

4. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature page follows]

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

HILEX POLY CO. LLC, a Delaware limited liability company

By: 
Name: CRAIG T GLYNN
Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

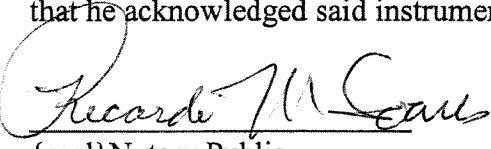
GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent

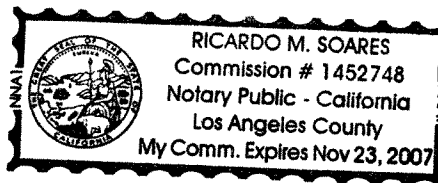
By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA
) ss.
COUNTY OF LOS ANGELES

On this 14th day of October, 2005 before me personally appeared CRAIG T. GLYNN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hilex Poly Co. LLC, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.


{seal} Notary Public



SIGNATURE PAGE TO
AMENDED AND RESTATED
PATENT SECURITY AGREEMENT
(FIRST LIEN)

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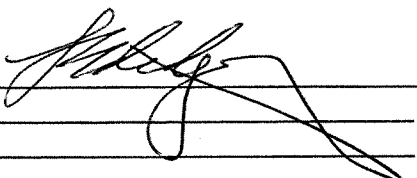
IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HILEX POLY CO. LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent

By:  _____
Name: _____ Lawrence E. Ridgway
Title: _____ Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, ____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

{seal} Notary Public

SIGNATURE PAGE TO
AMENDED AND RESTATED
PATENT SECURITY AGREEMENT
(FIRST LIEN)

PATENT
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SCHEDULE I
TO
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS	
PATENT REG. NO.	DATE
SEE ANNEX I ATTACHED HERETO	

PATENT APPLICATIONS
SEE ANNEX I ATTACHED HERETO

PATENT LICENSES		
NAME OF AGREEMENT	PARTIES ¹	DATE OF AGREEMENT
LICENSE AGREEMENT	ALPINE AMERICAN AND SONOCO PRODUCTS COMPANY	FEBRUARY 23, 1996
CROSS-LICENSE AGREEMENT	SUPERBAG CORPORATION AND SONOCO PRODUCTS COMPANY	SEPTEMBER 4, 1998
LICENSE AGREEMENT	UNISTAR PLASTICS LLC AND SONOCO DEVELOPMENT, INC.	JULY 15, 2003
SETTLEMENT AND LICENSE AGREEMENT	VANGUARD PLASTICS, INC. AND SONOCO DEVELOPMENT, INC.	OCTOBER 28, 2002
SETTLEMENT AND LICENSE AGREEMENT	ORANGE PLASTICS, INC. AND ORANGE PLASTICS, LLC AND SONOCO DEVELOPMENT, INC.	MAY 20, 2003
LICENSE AGREEMENT	POLYPRO PLASTICS, INC., SPECTRUM PLASTICS, INC. AND IPS INDUSTRIES, INC. AND SONOCO DEVELOPMENT, INC.	MAY 20, 2003
SETTLEMENT AGREEMENT	SONOCO DEVELOPMENT, INC. AND DURABAG COMPANY, INC. DEVELOPMENT, INC.	SEPTEMBER 12, 2003
LICENSE AGREEMENT	BAG MASTERS, LLC, CAPITAL PLASTICS AND BAGS, INC. AND SONOCO DEVELOPMENT, INC.	NOVEMBER 11, 2003

¹ All right, title and interest of Sonoco Products Company and Sonoco Development, Inc. in these licenses has been assigned to Grantor.

(Amended and Restated Borrower Patent)

PATENTS

Domestic:

<u>Patent Title</u>	<u>Patent Number</u>	<u>Grant Date</u>
Self-Opening Polyethylene Bag Stack and Process for Producing Same	5562580	October 8, 1996
Self-Opening Polyethylene Bag Stack and Process for Producing Same	5335788	August 9, 1994
Dispensing Nozzle for Plastic Bags	D307555	May 1, 1990
Nozzle For A Plastic Bag Dispenser	D323619	February 4, 1992
Plastic Bag Roll Dispenser	D325311	April 14, 1992
Nozzle For A Plastic Bag Dispenser	D396636	August 4, 1998
Dispensing Nozzle for plastic bags	D308170	May 29, 1990
Bag Construction	4480750	November 6, 1984
Packaging System For Plastic Bags	4807754	February 28, 1989
Two-Compartment Plastic Bag	4872766	October 10, 1989
Easy Open Bag	4911560	March 27, 1990
Plastic Bag & Method & Apparatus Of Manufacture	4923436	May 8, 1990
Dispensing Nozzle for Plastic Bags	4930385	June 6, 1990
Plastic Bag and Method and Apparatus of Manufacture	4943167	July 24, 1990
Easy Opening Bag Pack and Supporting Rack System and Fabricating Method	4981216	January 1, 1991
Easy Opening Bag Pack and Supporting Rack System and Fabricating Method	4995860	February 26, 1991
A System For Automatic Consecutive Opening and Dispensing Thermoplastic Grocery or Retail Product Bags	5125604	June 30, 1992
Dispensing Apparatus For Plastic Bags	5207368	May 4, 1993
Portable Compactor System For Agricultural Films	5336036	August 9, 1994
T-Shirt Type Plastic Bag For Carrying Hot Food	5362152	November 8, 1994
A Compact Rack Construction For Mounting T-Shirt Type Plastic Bags	5667173	September 16, 1997
T-Shirt Type Plastic Bag Pack Adapted To Leave No Residue On A Supporting Rack	5845779	December 8, 1998
Plastic Bag Pack Adapted To Leave No Residue On A Supporting Rack	5881882	March 16, 1999

(Amended and Restated Borrower Patent)

<u>Patent Title</u>	<u>Patent Number</u>	<u>Grant Date</u>
Easy opening plastic bag pack of the star-seal type	5941393	August 24, 1999
Ventilated Plastic Bag	6286681	September 11, 2001
Self-Opening Serially-Arranged Plastic Bag Pack of the Star-Seal Type	6446811	September 10, 2002
Dispensing Apparatus for Plastic Bags	D505,036	May 5, 2005

Pending Domestic:

<u>Patent Title</u>	<u>Filing No.</u>	<u>Status</u>
Individually Folded Bags in Dispenser Pack	None	Pending
High Barrier Film for Use with Methyl Bromide Alternatives during Fumigation of Farmland	None	Pending
With Fold, Self-Opening Bag (Star-Seal)	None	Pending
Method for Registering Pre-Printed Coupons	None	Pending
Dispensing Apparatus for Plastic Bags (Compact II – utility)	11/237,472	Pending
Dispensing Apparatus for Plastic Bags (Compact I – utility)	10/760,925	Pending
Dispensing Apparatus for Plastic Bags (Compact II – design)	29/234,555	Pending

Foreign:

<u>Country</u>	<u>Patent Title</u>	<u>App. No./ Patent No.</u>	<u>Issue Date</u>
Canada	Compact Rack Construction For Mounting T-Shirt Type Plastic Bags	2187692	June 1, 1999
	Apparatus For Serially Dispensing Flexible Plastic Bags	2216676	December 5, 2000
	Automatic Plastic Bag Dispensing System	1317258	May 4, 1993
	Ventilated Plastic Bag	2344724	July 5, 2005
	Bag Pack	1269954	June 5, 1990
	Packaging System for Plastic Bags	1295543	February 11, 1992
	Dispensing Apparatus For Plastic Bags	2075853	December 9, 1997
	Dispensing Nozzle For Plastic Bags	1313167	January 26, 1993
	Easy Opening Plastic Bag Pack Of The Star Seal Type	2271342	March 30, 2004
	Easy-Opening Star-Seal Bag With	2354490	August 1, 2001

(Amended and Restated Borrower Patent)

	Integral Dispensing Tab		
	Plastic Bag with Easy-Opening Mouth	1329384	May 10, 1994
	Easy-Opening Bag Pack and Supporting Rack System and Fabricating Method	2031046	August 1, 1995
	T-Shirt Type Plastic Bag Pack Adapted To Leave No Residue on a Supporting Rack	2207976	October 8, 2002
	Plastic Bag Pack Adapted To Leave No Residue on a Supporting Rack	2268608	November 21, 2000
	Plastic Grocery Bag	55289 DES	Pending
	Plastic Grocery Bag	1206449	June 24, 1986
	Rollmate Plastic Bag	60262	Pending
	Self Opening Polyethylene Bag Stack and Process for Producing same	2113843	June 11, 1996
	Self Opening Polyethylene Bag Stack and Process for Producing same	2095880	March 21, 1995
	Through Counter Dispensing System For Plastic Bags	1295294	February 4, 1992
	T-shirt Type Plastic Bag for Carrying Hot Food	2132476	June 29, 1999
	Dispensing Apparatus for Plastic Bag (Compact I - design)	2493658	Jan 19, 2005
	Dispensing Apparatus for Plastic Bag (Compact I - utility)	108986	pending
Holland	Dispensing Nozzle For Plastic Bags	19369	Pending
U.K.	Easy Opening Plastic Bag Pack Of The Star Seal Type	0974527	Aug 6, 2003
	Plastic Bagging Systems For Hot Food	2282127	Pending
France	Easy Opening Plastic Bag Pack Of The Star Seal Type	0974527	Aug 6, 2003
	Rollmate Plastic Bag	882012	Pending
	Plastic Bag Roll Dispenser Design	904324	July 5, 1990
Germany	Easy Opening Plastic Bag Pack Of The Star Seal Type	0974527	Aug 6, 2003
Belgium	Easy Opening Plastic Bag Pack of The Star Seal Type	0974527	Aug 6, 2003
Italy	Easy Opening Plastic Bag Pack Of The Star Seal Type	0974527	Aug 6, 2003
Mexico	Easy Opening Plastic Bag Pack Of The Star Seal Type	214,408	May 23, 2003
	Ventilated Plastic Bag	228,402	June 10, 2003
	Easy Opening Star-Seal Bag With Integral Dispensing Tab	2002/000101	Pending
	Front Side Free Plastic Bag Pack	169087	June 21, 1993
	Front Side Free Plastic Bag Pack	182937	October 11, 1996

(Amended and Restated Borrower Patent)

	T-Shirt Plastic Bag Pack Adapted To Leave No Residue On A Supporting Rack	200770	February 2, 2001
	T-Shirt Plastic Bag Pack Adapted To Leave No Residue On A Supporting Rack	212,880	Feb 10, 2003
	Dispensing Apparatus for Plastic Bag (Compact I – utility)	050860	pending
	Dispensing Apparatus for Plastic Bag (Compact I – design)	041768	pending
Netherlands	Easy-Opening Plastic Bag Pack Of The Star Seal Type	0974527	Aug 6, 2003
Europe	Easy-Opening Star Seal Bag With Integral Dispensing Tab	1219544	July 3, 2002
Norway	Easy-Opening Star Seal Bag With Integral Dispensing Tab	20015725	Pending
Poland	Easy-Opening Star Seal Bag With Integral Dispensing Tab	P 351 303	Pending