

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Marietta Corporation	11/02/2005
RECEIVING PARTY DATA	
Name:	Canadian Imperial Bank of Commerce as Collateral Agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6929128
CORRESPONDENCE DATA	
Fax Number:	(202)728-0744
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2027216405
Email:	christine.wilson@thomson.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1133 Avenue of the Americas
Address Line 2:	Suite 3100
Address Line 4:	New York, NEW YORK 10017
NAME OF SUBMITTER:	Christine Wilson
Total Attachments: 6 source=marietta corp - canada patent#page2.tif source=marietta corp - canada patent#page3.tif source=marietta corp - canada patent#page4.tif source=marietta corp - canada patent#page5.tif source=marietta corp - canada patent#page6.tif source=marietta corp - canada patent#page7.tif	

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PATENT

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REEL: 016784 FRAME: 0891

Second Lien Patent Security Agreement

Second Lien Patent Security Agreement, dated as November 2, 2005, by Marietta Corporation (the "Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated December 17, 2004 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into that certain Amended and Restated Second Lien Credit Agreement, dated as of November 2, 2005, among MARIETTA INTERMEDIATE HOLDING CORPORATION, a Delaware corporation, MARIETTA HOLDING CORPORATION, a Delaware corporation, the subsidiary guarantors party thereto, the lenders party thereto, CIBC WORLD MARKETS CORP., as sole lead arranger, CANADIAN IMPERIAL BANK OF COMMERCE, as issuing bank, as administrative agent and as collateral agent, ANTARES CAPITAL CORPORATION, as original documentation agent and GENERAL ELECTRIC CAPITAL CORPORATION, as original syndication agent, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement and Intercreditor Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by refer-

ence herein as if fully set forth herein. In the event that any provision of this Second Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Second Lien Patent Security Agreement.

[Signature Page Follows]

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

MARIETTA CORPORATION

By:

Name:

Title:

AGREED TO AND ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Collateral Agent

By:

Name:

Title:

(Second Lien Patent Security Agreement - Marietta Corporation)


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

MARIETTA CORPORATION

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Collateral Agent

By: 
Name: Brian S. Gerson
Title: Managing Director

(Second Lien Patent Security Agreement - Marietta Corporation)

SCHEDULE I
to
SECOND LIEN PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME
Marietta Corporation	6,929,128	Product Sampler Packet Assembly with Enhanced Burst Strength and Method of Manufacture

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P.02

CSC Office - NYC
CSR: David Nickelsen

CSC THIRD-PARTY BILLING AUTHORIZATION

Requesting Party (Name and Address):

Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005

Individual Contact: James P. Murphy, Legal Assistant
Tel: 212-701-3000, Ext. 3345
Direct Fax: 378-2610

Billing Party (Name and Address):

Firm Name: Marietta Corporation

Address: 37 Huntington Street
Cortland, NY 13045

Individual Contact Name: Jim Berklas
Tel: 607 753-6746
Fax: 607 756 0657
Email: J.Berklas@MariettaCorp.com

Project Name and Number: CIBC / Marietta (33150.290)

The following parties have requested that Corporation Service Company perform services in connection with the above-project/matter. We the Billing Party have authorized the Requesting Party to place orders on our behalf and we agree to pay all fees as a result of this project.

Signed: James P. Murphy

Requesting Party

Jim Berklas
Billing Party

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