

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Captive Plastics, Inc.	12/23/2005

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	4712699
Patent Number:	4844284
Patent Number:	4919285
Patent Number:	5261810
Patent Number:	5308237
Patent Number:	5321341
Patent Number:	5736168
Patent Number:	6355201
Patent Number:	D418760
Patent Number:	D480974
Application Number:	09971470
Application Number:	29151234
Application Number:	29193091

CORRESPONDENCE DATA

PATENT

500068491

REEL: 016958 FRAME: 0311

CH \$520.00 4712699

Fax Number: (866)459-2899

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ATTORNEY DOCKET NUMBER:

348316

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 7

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PATENT SECURITY AGREEMENT dated as of December 23, 2005, among CAPTIVE PLASTICS, INC., a New Jersey corporation (the "**Borrower**"), CAPTIVE HOLDINGS, INC., a Delaware corporation ("**Holdings**") and CREDIT SUISSE ("**Credit Suisse**"), as second lien collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Second Lien Credit Agreement dated as of December 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**") and Credit Suisse, as administrative agent (in such capacity, the "**Administrative Agent**") and Collateral Agent and (b) the Second Lien Guarantee and Collateral Agreement dated as of December 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among the Borrower, Holdings, the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower and Holdings will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Borrower, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**");

all letters patent of the United States or the equivalent thereof in any other country, all issuances and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including issuances, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the "**Patents**"), and all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CAPTIVE PLASTICS, INC.

by DL Smith
 Name: David L. Smith
 Title: Secretary and Vice President Finance

CAPTIVE HOLDINGS, INC.

by DL Smith
 Name: David L. Smith
 Title: Secretary and Vice President Finance

CREDIT SUISSE, CAYMAN ISLANDS
 BRANCH, as Collateral Agent

by _____
 Name:
 Title:

by _____
 Name:
 Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CAPTIVE PLASTICS, INC.

by

Name:

Title:

CAPTIVE HOLDINGS, INC.

by

Name:

Title:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

by

Name:

Title:


PHILLIP HO
DIRECTOR

by

Name:

Title:


KARIM BLASETTI
ASSOCIATE

[[2565863]]

SCHEDULE I

U.S. Patents

PATENT TITLE	PATENT NUMBER	PATENT DATE	FILING DATE	OWNER
Package employing unique seal	4712699	12/15/87	10/02/86	Borrower
Child resistant package	4844284	07/04/89	09/14/88	Borrower
Tamper evident closure and method of manufacture of same	4919285	04/24/90	05/11/88	Borrower
Closing and clamping system	5261810	11/16/93	09/16/92	Borrower
Container ejection system*	5308237	05/03/94	07/06/92	Borrower
Drive module for machine	5321341	06/14/94	06/15/93	Borrower
Blow mold with replaceable inserts	5736168	04/07/98	09/17/96	Borrower
Tamper- indicating closure with resilient locking projections	6355201	03/12/02	09/07/00	Borrower
Container (Wide Mouth Jar)	D418760	01/11/00	08/12/99	Borrower
Design Container	D480974	10/21/03	09/14/00	Borrower

* 50% owned by Thomas G. Kiernan

U.S. Patent Applications

PATENT TITLE	APP. NO.	FILING DATE	OWNER
Tamper-indicating closure with resilient locking projections	09/971470	10/05/01	Borrower
Container Design ("Vase")	29/151234	11/1/01	Borrower
Polygonal container design with plural transition levels	29/193091	11/11/03	Borrower

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