

02-01-2006

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



ET

103114139

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Southern Graphic Systems, Inc.

**2. Name and address of receiving party(ies)**

Name: UBS AG, Stamford Branch

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) December 30, 2005

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

Street Address: 677 Washington Boulevard

City: Stamford

State: Connecticut

Country: USA Zip: 06901

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,091,482

6,697,171

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Christina McClure

Internal Address: c/o Latham & Watkins LLP

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: Illinois Zip: 60606-6401

Phone Number: (312) 876-6557

Fax Number: (312) 993-9767

Email Address: christina.mcclure@lw.com

**6. Total number of applications and patents involved:** two

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 80.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Christina McClure  
Signature

01/27/2006

Date

02/01/2006 00000382 6091482

Christina McClure

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

01 FC:8021  
02 FC:8023

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT  
REEL: 017105 FRAME: 0295

## Patent Security Agreement

**Patent Security Agreement**, dated as of December 30, 2005, by SOUTHERN GRAPHIC SYSTEMS, INC., a Kentucky corporation (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as US collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this 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 the Credit Agreement, 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. 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 such Pledgor:

- (a) Patents of such 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. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and 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 reference herein as if fully set forth herein. In the event that any provision of this 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.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall promptly execute,

acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

SOUTHERN GRAPHIC SYSTEMS, INC.

By: Henry R. Baughman  
Name: HENRY R. BAUGHMAN  
Title: PRESIDENT

Patent Security Agreement

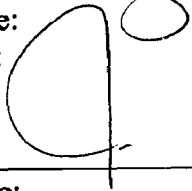
PATENT  
REEL: 017105 FRAME: 0298

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as US Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Irja R. Otsa  
Associate Director  
Banking Products  
Services, US

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Joselin Fernandes  
Associate Director  
Banking Products  
Services, US

Patent Security Agreement

PATENT  
REEL: 017105 FRAME: 0299

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations:**

OWNER	REGISTRATION NUMBER	NAME
Southern Graphic Systems, Inc.	6,091,482	Method of mapping and interlacing images to a lenticular lens.
Southern Graphic Systems, Inc.	6,697,171	Improved lenticular lens.