

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Exopack-Technology, LLC	01/31/2006

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as U.S. Agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171

**PROPERTY NUMBERS Total: 48**

Property Type	Number
Patent Number:	6374461
Patent Number:	6213644
Patent Number:	6019713
Patent Number:	6046443
Patent Number:	5482376
Patent Number:	5770839
Patent Number:	5871790
Patent Number:	5529396
Patent Number:	5728037
Patent Number:	5488220
Patent Number:	5601369
Patent Number:	5345399
Patent Number:	5171594
Patent Number:	5038009
Patent Number:	4994324

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Patent Number:	4952441
Patent Number:	4946289
Patent Number:	6893686
Patent Number:	6979482
Patent Number:	6969196
Application Number:	10366490
Patent Number:	6986605
Application Number:	10843760
Application Number:	10843771
Application Number:	10760337
Application Number:	10860366
Patent Number:	6402379
Patent Number:	6299351
Patent Number:	6231232
Patent Number:	5611626
Patent Number:	6065871
Patent Number:	5593229
Patent Number:	5558438
Patent Number:	5051284
Patent Number:	6609999
Application Number:	10649715
Application Number:	11240944
Application Number:	11283990
Application Number:	11214327
Application Number:	11218477
Application Number:	11218476
Application Number:	11201871
Application Number:	11214419
Application Number:	11214434
Application Number:	11265620
Application Number:	11265742
Application Number:	11265946
Application Number:	11285698

CORRESPONDENCE DATA

Fax Number: (404)572-5149  
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Phone: 404-572-2533  
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Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	09631.015009
NAME OF SUBMITTER:	Jeffrey P. Balcita

**Total Attachments: 8**  
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## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of January 31, 2006, by EXOPACK-TECHNOLOGY, LLC, a California limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent (in such capacity, "US Agent") for itself, GE CANADA FINANCE HOLDING COMPANY, a Nova Scotia unlimited liability company ("Canadian Agent", together with US Agent, the "Agents"), and the Lenders from time to time signatory to the Credit Agreement hereinafter defined ("Lenders").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Exopack, LLC, a Delaware limited liability company ("Exopack"), Cello-Foil Products, Inc., a Michigan corporation ("Cello-Foil" and together with Exopack each, individually, a "US Borrower" and, collectively and jointly and severally, the "US Borrowers"), and Exopack-Newmarket, Ltd., an Ontario corporation ("Canadian Borrower", and together with the US Borrowers, each individually a "Borrower" and collectively (but no jointly and severally) the "Borrowers"), the Persons named therein as Credit Parties, US Agent, Canadian Agent and the Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, US Agent, Canadian Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to US Agent, for itself, Canadian Agent and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to US Agent, for itself, Canadian Agent and the ratable benefit of Lenders, this Patent Security Agreement;

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 as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to US Agent, on behalf of itself, Canadian Agent 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; and

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

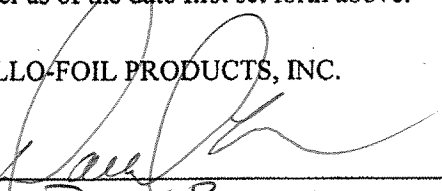
3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to US Agent, on behalf of itself, Canadian Agent and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of US 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 Applicable Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[signature page follows]

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

CELLO-FOIL PRODUCTS, INC.

By:   
Name: DAVID RAWDEN  
Title: CHIEF FINANCIAL OFFICER


ACKNOWLEDGMENT OF GRANTOR

STATE OF NY )

) ss.

COUNTY OF NY )

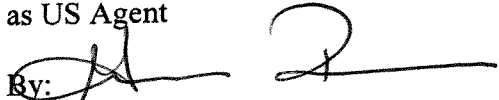
On this 30<sup>th</sup> day of January, 2006 before me personally appeared DAVID RAWDEN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CELLO-FOIL PRODUCTS, INC., who being by me duly sworn did depose and say that he is an authorized 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

JOHN P. BONURA  
Notary Public, State of New York  
No. 01B05086261  
Qualified in New York County  
Commission Expires October 6, 2009

[SIGNATURE PAGE TO US PATENT SECURITY AGREEMENT - CELLO-FOIL]

ACCEPTED AND ACKNOWLEDGED BY:  
GENERAL ELECTRIC CAPITAL CORPORATION,  
as US Agent

By: 

Name: Gina Provenzale

Title: Vice President

Duly Authorized Signatory

**[SIGNATURE PAGE TO US PATENT SECURITY AGREEMENT - EXOPACK-  
TECHNOLOGY]**

**PATENT  
REEL: 017105 FRAME: 0755**

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**  
**PATENTS**

EXOPACK- TECHNOLOGY, LLC						
DESCRIPTION	SERIAL NO.	FILING DATE	PUBLICATION NO.	PUBLICATION DATE	PATENT NO.	ISSUE DATE
US - FLEXIBLE HINGED HANDLE AND CARRYING BAG EMPLOYING THE SAME	09/522,698	03/10/2000			6,374,461	04/23/2002
US -A MULTI-PLY BAG WITH TEAR STRIP OPENING MECHANISM	09/373,256	08/12/1999			6,213,644	04/10/2001
US -TUBING MACHINE WITH ROTATING FORMER SECTION FOR QUICK CHANGE-OVER	09/156,303	09/17/1998			6,019,713	02/01/2000
US -GUSSETED BAG WITH ANTI-LEAK FEATURE	09/304,178	05/03/1999			6,046,443	04/04/2000
US -LOAD CARRYING BAG WITH PERFORATED TEAR LINE OPENING	08/167,757	12/15/1993			5,482,376	01/09/1996
US -MICROWAVEABLE BAG FOR COOKING AND SERVING FOOD	08/666,895	06/20/1996			5,770,839	06/23/1998
US -LAMINATED BAG WALL CONSTRUCTION	08/810,043	03/04/1997			5,871,790	02/16/1999
US -ENVIRONMENTALLY FRIENDLY PINCH BOTTOM BAG ASSEMBLY AND METHOD OF MAKING	08/146,961	11/10/1993			5,529,396	06/25/1996
US -ENVIRONMENTALLY FRIENDLY PINCH BOTTOM BAG ASSEMBLY AND METHOD OF MAKING	08/468,444	06/06/1995			5,728,037	03/17/1998
US -BAG FOR MICROWAVE COOKING	08/282,647	07/29/1994			5,488,220	01/30/1996
US -LOAD CARRYING BAG WITH PERFORATED TEAR LINE OPENING	08/417,407	04/05/1995			5,601,369	02/11/1997
US -SYSTEM AND METHOD FOR MONITORING AND CONTROLLING THE WIDTH OF A PRODUCT	07/909,554	07/06/1992			5,345,399	09/06/1994
US -MICROWAVEABLE FOOD PACKAGE WITH PRINTED-ON SUSCEPTOR	07/676,901	03/27/1991			5,171,594	12/15/1992
US -PRINTED MICROWAVE SUSCEPTOR AND PACKAGE CONTAINING THE SUSCEPTOR	07/439,120	11/17/1989			5,038,009	08/06/1991
US -HOT-FILL POLYETHYLENE BAGS	07/299,861	01/19/1989			4,994,324	02/19/1991
US -THERMAL INSULATION BATT	07/154,159	02/09/1988			4,952,441	08/28/1990
US -RECLOSABLE OPEN MOUTH BAG	07/012,146	02/06/1987			4,946,289	08/07/1990



EXOPACK- TECHNOLOGY, LLC						
DESCRIPTION	SERIAL NO.	FILING DATE	PUBLICATION NO.	PUBLICATION DATE	PATENT NO.	ISSUE DATE
MX - LOAD CARRYING BAG WITH PERFORATED TEAR LINE	9409292	11/30/1994			193,183	08/30/1999
US - NON-FLUOROCARBON OIL/GREASE BARRIER PACKAGING AND METHODS OF APPLICATION	10/200,209	07/22/2002			6,893,686	05/17/2005
CA - A MULTI-PLY BAG WITH TEAR STRIP OPENING MECHANISM <sup>1</sup>	2,304,261	03/31/2000			2,304,261	08/03/2004
US - MULTIWALL BAG HAVING SLIDER ZIPPER AND FIN COMBINATION AND ASSOCIATED METHODS	10/290,681	11/08/2002	2004-0091648 A1	05/13/2004	6,979,482	12/27/2005
US - BAG HAVING RECLOSABLE SEAL AND ASSOCIATED METHODS	10/383,929	03/07/2003	2004-0175060 A1	09/09/2004	6,969,196	11/29/2005
US - TAMPER EVIDENT MULTI-WALL PACKAGING AND ASSOCIATED METHODS (CIP) (CLAIMS PRIORITY TO 10/341,947)	10/366,490	2/13/2003	2004-0136616 A1	07/15/2004		
US - MULTIWALL VENTED BAG, VENTED BAG FORMING APPARATUS, AND ASSOCIATED METHODS	10/421,607	4/24/2003			6,986,605	01/17/2006
US - NON-FLUOROCARBON HIGH TEMPERATURE PACKAGING HAVING FLEXIBLE STARCH-BASED FILM AND METHODS OF PRODUCING SAME	10/843,760	5/12/2004	2005-0008736-A1	01/13/2005		
US - NON-FLUOROCARBON PAPER HAVING FLEXIBLE STARCH-BASED FILM AND METHODS OF PRODUCING SAME	10/843,771	05/12/2004				
US - ELASTOMER AND POLYOLEFIN RESIN BASED SHRINK FILMS AND ASSOCIATED METHODS	10/760,337	01/20/2004	2004-0137206 A1	07-15-2004		
US - ENHANCED SLIDER ZIPPER MULTIWALL BAG AND ASSOCIATED METHODS	10/860,366	06/03/2004	2004-0228547 A1	11-18-2004		
MX - BAG HAVING RECLOSABLE SEAL AND ASSOCIATED METHODS	PA/A/2004/002201	03/05/2004				
AU - MULTI-WALL BAG HAVING SLIDER ZIPPER AND FIN COMBINATION AND ASSOCIATED METHODS	2004200680	02/20/2004				
MX - MULTI-WALL BAG HAVING SLIDER ZIPPER AND FIN COMBINATION AND ASSOCIATED METHODS	PA/A/2004/001911	02/27/2004				
CA - NON-FLUOROCARBON HIGH TEMPERATURE PACKAGING HAVING FLEXIBLE STARCH-BASED FILM AND METHOD OF PRODUCING SAME	2,467,602	05/18/2004				

<sup>1</sup> This is in the name of International Paper

EXOPACK- TECHNOLOGY, LLC						
DESCRIPTION	SERIAL NO.	FILING DATE	PUBLICATION NO.	PUBLICATION DATE	PATENT NO.	ISSUE DATE
MX - NON-FLUOROCARBON HIGH TEMPERATURE PACKAGING HAVING FLEXIBLE STARCH-BASED FILM AND METHOD OF PRODUCING SAME	PA/A/2004/004720	05/19/2004				
CA - NON-FLUOROCARBON PAPER HAVING FLEXIBLE STARCH-BASED FILM AND METHOD OF PRODUCING SAME	2,467,601	05/18/2004				
MX - NON-FLUOROCARBON LOW TEMPERATURE PACKAGING HAVING FLEXIBLE STARCH-BASED FILM AND METHOD OF PRODUCING SAME	PA/A/2004/004721	05/19/2004				
US - BAG WITH ARCULATE-TRANSITION TEAR LINE	09/858,984	05/16/2001			6,402,379	06/11/2002
US - SIDE GUSSET BAG WITH CONVENIENT CARRY HANDLE	09/650,478	08/29/2000			6,299,351	10/09/2001
US - BAG WITH TEAR-RESISTANT HANDLE	09/512,712	02/24/2000			6,231,232	05/15/2001
US - BAG WITH REINFORCED HANDLE AND RESEALABLE POUR SPOUT OPENING	621,575	03/26/1996			5,611,626	03/18/1997
US - BAG WITH TEAR-RESISTANT HANDLE	09/261,986	03/04/1999			6,065,871	05/23/2000
US - HEAVY DUTY BAG WITH EASILY-REMOVABLE CORNER FOR POURING	08/500,173	07/10/1995			5,593,229	01/14/1997
US - BAG WITH REINFORCED HANDLE AND RESEALABLE POUR SPOUT OPENING	509,831	08/01/1995			5,558,438	09/24/1996
US - PROTECTIVE WRAPPING OF FILM	07/249,368	09/23/1988			5,051,284	09/24/1991
CA - PERFORATION BLADE FOR FORMING A BURST-RESISTANT EASY-OPEN CORNER IN A HEAVY DUTY BAG	2,398,198	08/15/2002				
MX - BAG WITH ARCULATE-TRANSITION TEAR LINE	PA/A/2001/09630	09/24/2001				
CA - BAG WITH ARCULATE-TRANSITION TEAR LINE	2,354,823	08/08/2001			2,354,823	07/05/2005
CA - SIDE GUSSET BAG WITH CONVENIENT CARRY HANDLE	2,352,353	07/04/2001			2,352,353	11/29/2005
US - PERFORATION BLADE FOR FORMING A BURST-RESISTANT EASY-OPEN CORNER IN A HEAVY DUTY BAG	09/934,417	08/21/2001	2003-0040411 A1	02-27-2003	6,609,999	08/26/2003
US - METHOD OF FORMING A BURST-RESISTANT EASY-OPEN CORNER IN A HEAVY DUTY BAG	10/649,715	08/26/2003	2004-0038792 A1	02-26-2004		
US - GREASE-RESISTANT HEAT-SEALABLE BAG AND RELATED METHODS	11/240,944	09/30/2005				

EXOPACK- TECHNOLOGY, LLC						
DESCRIPTION	SERIAL NO.	FILING DATE	PUBLICATION NO.	PUBLICATION DATE	PATENT NO.	ISSUE DATE
US - MICROWAVE COOKING PACKAGE FOR FOOD PRODUCTS AND ASSOCIATED METHODS	11/283,990	11/21/2005				
AU - ENHANCED SLIDER ZIPPER MULTIWALL BAG AND ASSOCIATED METHODS	2005202393	06/02/2005				
MX - ENHANCED SLIDER ZIPPER MULTIWALL BAG AND ASSOCIATED METHODS	PA/A/2005/00530	06/03/2005				
JS - METHOD OF FORMING A VENTED BAG DIVISIONAL OF 10/421,607	11/214,327	08/29/2005				
JS - APPARATUS OF FORMING A VENTED BAG DIVISIONAL OF 10/421,607	11/218,477	09/02/2005				
US - METHOD OF USING A VENTED BAG DIVISIONAL OF 10/421,607	11/218,476	09/02/2005				
JS - METHOD OF FORMING A BAG DIVISIONAL OF 10/366,490	11/201,871	08/11/2005				
US - GREASE-RESISTANT PINCH-BOTTOM BAG, ADHESIVE CLOSURE FOR BAG, AND RELATED METHODS	11/214,419	08/29/2005				
US - GREASE-RESISTANT PINCH-BOTTOM BAG, ADHESIVE CLOSURE FOR BAG, AND RELATED METHODS	11/214,434	08/29/2005				
JS - METHOD OF FORMING A BAG HAVING RECLOSABLE SEAL DIVISIONAL OF 10/383,929	11/265,620	11/02/2005				
US - METHOD OF FILLING A PREFORMED BAG HAVING RECLOSABLE SEAL DIVISIONAL OF 10/383,929	11/265,742	11/02/2005				
US - MULTIWALL BAG HAVING SLIDER ZIPPER AND FIN COMBINATION AND ASSOCIATED METHODS CONTINUATION OF 10/290,681	11/265,946	11/03/2005				
US - MULTIWALL BAG HAVING SLIDER ZIPPER AND FIN COMBINATION AND ASSOCIATED METHODS CONTINUATION OF 11/283,990	11/285,698	11/22/2005				