

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
PATENTS ONLY**

1111779-1607

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)

PDOC, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) June 9, 2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Grant of Security Interest - Second Lien

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas, as

~~Internal Address:~~ Revolving Collateral Agent

Street Address: 60 Wall Street

City: New York

State: New York

Country: USA Zip: 10005

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)

See attached Schedule I

See attached Schedule I

Additional numbers attached? ☒ Yes ☐ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: White & Case LLP

Internal Address: Patent Department

Street Address: 1155 Avenue of the Americas

City: New York

State: New York Zip: 10036

Phone Number: 212-819-8200

Fax Number: 212-354-8113

Email Address: JGenova@whitecase.com

6. Total number of applications and patents involved: 14**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 560**

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

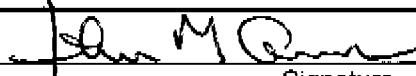
8. Payment Information

a. Credit Card Last 4 Numbers 2000

Expiration Date 07/06

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

July 17, 2006

Date

John M. Genova - 32,224

Name of Person Signing

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

9

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

OP \$560.00 60676222

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Patent	Country	Status	Filing Date	Patent Number	Issue Date
Bag with Auxiliary Pocket and Viewing Window	United States	Granted	08-Aug-1989	4,991,980	12-Feb-1991
Bag Construction with Auxiliary Flap	United States	Granted	21-Jan-1992	5,163,756	17-Nov-1992
Coupon Pocket Bag	United States	Granted	12-Jan-1990	4,993,845	19-Feb-1991
Method of Making a Bag with a Barrier Material	United States	Granted	09-Dec-1987	4,798,574	17-Jan-1989
Method of Making Window Bag Assembly with High Resolution Graphic Content Replicating Indicia	United States	Granted	26-May-1992	5,365,720	22-Nov-1994
Openable Bag Construction	United States	Granted	08-July-1993	5,335,996	09-Aug-1994
Waxed Bag with Wax-Free Area	United States	Granted	30-Aug-1988	4,863,287	05-Sept-1989
Window Style Bag with Integral Coupon	United States	Granted	08-Aug-1989	5,009,518	23-Apr-1991
Window Bag with Polyester Lining and Method of Forming Same	United States	Granted	20-Jan-1998	6,033,114	07-Mar-2000
Openable Bag Construction	United States	Granted	08-Sept-1997	5,988,882	23-Nov-1999
Flexible Container with Improved Printable and Removable Section	United States	Granted	18-Mar-1999	6,206,570	27-Mar-2001

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Patent Applications

Patent	Country	Status	Application Number	Filing Date
Food Wrap	United States	Pending	60/575,222	28-May-2004
Food Wrap	United States	Pending	11/139822	27-May-2005
Carry-out Food Container with Structural Insert	United States	Pending	11/054698	10-Feb-2005

GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this "Grant of Security Interest in Patents"), dated as of June 9, 2006, by PDOC, LLC (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Revolving Collateral Agent, for the benefit of the holders of the Second Priority Lien Obligations (as defined below).

W I T N E S S E T H :

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Revolving Security Agreement") among PACKAGING DYNAMICS CORPORATION, a Delaware corporation (formerly named Thilmany, Inc.), PDOC, LLC, a Delaware limited liability company, BAGCRAFTPAPERCON I, LLC, a Delaware limited liability company, WOLF PACKAGING, INC., an Iowa corporation, PAPERCON, INC., a Georgia corporation, INTERNATIONAL CONVERTER, LLC, a Delaware limited liability company, IUKA, LLC, a Delaware limited liability company, KIPB HOLDINGS, INC., a Delaware corporation, CERTAIN OTHER SUBSIDIARIES OF HOLDINGS from time to time party thereto, the lenders from time to time party thereto, DBTCA, as administrative agent (in such capacity and together with its successors and assigns in such capacity, the "Revolving Administrative Agent"), DBTCA, as Revolving Collateral Agent, DEUTSCHE BANK SECURITIES INC. and JEFFERIES FINANCE, as Joint Lead Arrangers and Joint Book Running Managers, and JEFFERIES & COMPANY, INC., as Syndication Agent;

Grantor is required to execute and deliver to the Revolving Collateral Agent this Grant of Security Interest in Patents for the benefit of the holders of the Second Priority Lien Obligations (as defined in the Revolving Credit Agreement).

NOW, THEREFORE, in consideration of the promises 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 the Pledge and Security Agreement, and, if not therein defined, in the Revolving Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

(a) Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the holders of the Second Priority Lien Obligations, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):

(i) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing

(collectively, "Patents"), including each patent and patent application referred to on Schedule I hereto;

(ii) all agreements (whether or not in writing) providing for the granting by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by any Patents (collectively, "Patent Licenses") including those referred to on Schedule I hereto;

(iii) all provisionals, reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;

(iv) any and all past, present or future rights in to and associated with the Patents and other rights of inventions throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise;

(v) all inventions and improvements described therein;

(vi) all rights to sue for past, present and future infringements thereof;

(vii) all licenses, claims, damages, and proceeds of suit arising therefrom; and

(viii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Grant of Security in Patents are granted in conjunction with the security interests granted to the Revolving Collateral Agent, for the benefit of the holders of the Second Priority Lien Obligations, on behalf of itself and the other Revolving Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Grant of Security in Patents is deemed to conflict with the Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor(s) have caused this Grant of Security Interest in Patents conform all subsequent signature pages to be executed and delivered by its duly authorized officer as of the date first set forth above.

KIPB HOLDINGS, INC.
PACKAGING DYNAMICS CORPORATION
PDC HOLDCO, LLC
PDOC, LLC
BAGCRAFTPAPERCON, LLC
PAPERCON U.S. HOLDING, LLC
WOLF PACKAGING, INC.
INTERNATIONAL CONVERTER, LLC
IUKA, LLC
GMG INTERNATIONAL INC.
BAGCRAFTPAPERCON I, LLC
PAPERCON, INC.
IPMC ACQUISITION, L.L.C.

By: 

Name: Patrick Chambliss
Title: Vice President

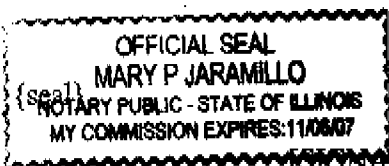
ACKNOWLEDGMENT OF GRANTOR(S)

STATE OF ILLINOIS)
COUNTY OF COOK),

ss.

On this 9 day of [JUNE], 2006 before me personally appeared PATRICK T. CHAMBLISS proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor(s), 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.


Notary Public




[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Revolving Collateral Agent**

By: 
Name: MARGUERITE SUTTON
Title: DIRECTOR

By: 
Name: Carin Keegan
Title: Vice President

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Flexible Container with Improved Printable and Removable Section	United States	Granted	18-Mar-1999	6,206,570	27-Mar-2001
Bag with Auxiliary Pocket and Viewing Window	Canada	Granted	09-Nov-1990	2,029,672	20-Jan-1998

Patent Applications

Patent Description	Country	Status	Patent Number	Issue Date
Food Wrap	United States	Pending	60/575,222	28-May-2004
Food Wrap	United States	Pending	11/139822	27-May-2005
Tubular Bag and Method of Making Same	Canada	Pending	1,195,296	15-Oct-1985
Food Wrap Papier D'Embellage Alimentaire	Canada	Pending	2,508,506	27-May-2005
Carry-out Food Container with Structural Insert	United States	Pending	11/054698	10-Feb-2005