

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
INTRAPAC (HARRISONBURG) INC.	05/18/2006
INTRAPAC (SWEDESBORO) INC.	05/18/2006
INTRAPAC (PLATTSBURGH) INC.	05/18/2006

RECEIVING PARTY DATA

Name:	Credit Suisse, as First Lien Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	5265797
Patent Number:	5634496
Patent Number:	4938818
Patent Number:	5138822
Patent Number:	5209795
Patent Number:	5340421
Patent Number:	4534579
Patent Number:	4555039
Patent Number:	4618121
Patent Number:	4806301
Patent Number:	4993571
Patent Number:	5423441
Patent Number:	5740933

PATENT

500129783

REEL: 017982 FRAME: 0481

CH \$520.00 5265797

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

363708

NAME OF SUBMITTER:

Oleh Hereliuk

Total Attachments: 8

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RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

IntraPac (Harrisonburg) Inc.

IntraPac (Swedesboro) Inc.

IntraPac (Plattsburgh) Inc.

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other _____

Execution Date: May 18, 2006

2. Name and address of receiving party(ies)

Name: Credit Suisse, as first lien collateral agent

Internal Address: _____

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

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

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

Please See Attached

B. Patent No.(s) _____

Please See Attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Oleh Hereliuk

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 13

7. Total fee (37 CFR 3.41).....\$ _____

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Edward R. Briganti

Name of Person Signing



Signature

July 18, 2006

Date

Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

FIRST LIEN PATENT SECURITY AGREEMENT dated as of May 18, 2006 (this "*Agreement*"), among INTRAPAC (HARRISONBURG) INC., a Delaware corporation ("*IntraPac Harrisonburg*"), INTRAPAC (SWEDESBORO) INC., a Delaware corporation ("*IntraPac Swedesboro*"), INTRAPAC (PLATTSBURGH) INC., a New York corporation ("*IntraPac Plattsburgh*" and, together with IntraPac Harrisonburg and IntraPac Swedesboro, each individually a "*Grantor*" and, collectively, the "*Grantors*"), and CREDIT SUISSE, as first lien collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the First Lien Pledge and Security Agreement (U.S.) dated as of May 18, 2006 (as amended, restated, supplemented and/or otherwise modified from time to time, the "*Pledge and Security Agreement*"), among IntraPac Corporation, a Delaware corporation ("*IntraPac Corporation*"), the Grantors, the Subsidiaries (as defined below) from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of May 18, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the IntraPac Corporation, the Grantors, Corona Holdco Inc., an Ontario corporation ("*Corona Holdco*"), 2098032 Ontario Inc, an Ontario corporation ("*Ontario 2098032*"), The IntraPac Group, an Ontario limited partnership, the Lenders (as defined below) from time to time party thereto and Credit Suisse, as administrative agent and as Collateral Agent. The Lenders and the Issuing Bank (as defined below) have agreed to extend credit to IntraPac Corporation, the Grantors, Corona Holdco and Ontario 2098032 subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

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

SECTION 2. *Grant of Security Interest.* As security for the payment in full of the Obligations, each Grantor, pursuant to the Pledge and Security Agreement, did and hereby does grant to the Collateral Agent, its 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Patent Collateral*"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States

Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on Schedule I hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals 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.


Notwithstanding anything herein to the contrary, in no event shall the security interest granted hereunder attach to any right, title or interest of any Grantor under or in any contracts or agreements with persons other than Holdings or any Subsidiary or other Affiliate thereof (collectively, "*Restrictive Agreements*") that would otherwise be included in the Patent Collateral (and such Restrictive Agreements shall not be deemed to constitute a part of the Patent Collateral) for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Restrictive Agreements (in each case, except to the extent that, pursuant to the UCC or other applicable law, the granting of security interests therein can be made without resulting in a breach, default or termination of such Restrictive Agreements).

SECTION 3. *Pledge and Security 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 Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Pledge and Security 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.


[Remainder of this page intentionally left blank]

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


INTRAPAC (HARRISONBURG) INC.,

by 
Name: Douglas B. Brant
Title: **VICE PRESIDENT & Treasurer**

INTRAPAC (SWEDESBORO) INC.,

by 
Name: Douglas B. Brant
Title: **VICE PRESIDENT & Treasurer**

INTRAPAC (PLATTSBURGH) INC.,

by 
Name: Douglas B. Brant
Title: **VICE PRESIDENT & Treasurer**

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name:
Title:

by

Name:
Title:

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

INTRAPAC (HARRISONBURG) INC.,

by

Name:

Title:

INTRAPAC (SWEDESBORO) INC.,

by

Name:

Title:

INTRAPAC (PLATTSBURGH) INC.,


by

Name:

Title:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by



Name:

Title:

**BILL O'DALY
DIRECTOR**

by



Name:

Title:

**RIANKA MOHAN
ASSOCIATE**

PATENTS OWNED BY INTRAPAC (HARRISONBURG) INC.

U.S. Patents

<u>Patent No.</u>	<u>Issue Date</u>
5,265,797	11/30/1993
5,634,496	6/3/1997

U.S. Patent Applications

None.

Non-U.S. Patents

<u>Country</u>	<u>Issue Date</u>	<u>Patent No.</u>
Canada	3/4/1997	2,080,678
Canada	4/16/2002	2,194,939
Mexico	5/3/1996	181,549
Mexico	7/17/2000	197,554

Non-U.S. Patent Applications

None.

PATENTS OWNED BY INTRAPAC (SWEDESBORO) INC.

U.S. Patents

<u>Patent No.</u>	<u>Issue Date</u>
4,938,818	7/3/1990
5,138,822	8/18/1992
5,209,795	5/11/1993
5,340,421	8/23/1994

U.S. Patent Applications

None.

Non-U.S. Patents

<u>Country</u>	<u>Issue Date</u>	<u>Patent No.</u>
Canada	4/13/1999	2,128,935
Mexico	11/12/1997	187,007

Non-U.S. Patent Applications

None.

PATENTS OWNED BY INTRAPAC (PLATTSBURGH) INC.

U.S. Patents

<u>Patent No.</u>	<u>Issue Date</u>
4,534,579	8/13/1985
4,555,039	11/26/1985
4,618,121	10/21/1986
4,806,301	2/21/1989
4,993,571	2/19/1991
5,423,441	6/13/1995
5,740,933	4/21/1998

U.S. Patent Applications

None.

Non-U.S. Patents

<u>Country</u>	<u>Issue Date</u>	<u>Patent No.</u>
Canada	10/25/1988	1,243,632
Canada	10/25/1988	1,243,633
Canada	9/26/1989	1,260,431

Non-U.S. Patent Applications

None.