

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 Second 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

500129784

REEL: 017982 FRAME: 0491

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:

363707

NAME OF SUBMITTER:

Oleh Hereliuk

Total Attachments: 8

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SECOND 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 second lien collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Second 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 Second 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, 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 have agreed to make term loans to IntraPac Corporation and the Grantors subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to make such loans 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.


SECTION 4. *Intercreditor Agreement Governs.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[Remainder of this page intentionally left blank]

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

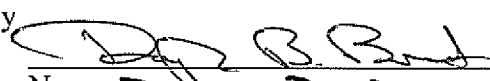
INTRAPAC (HARRISONBURG) INC.,

by


Name: Douglas B. Brent
Title: VICE PRESIDENT & Treasurer

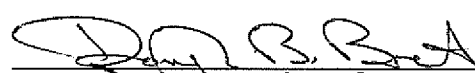
INTRAPAC (SWEDESBORO) INC.,

by


Name: Douglas B. Brent
Title: VICE PRESIDENT & Treasurer

INTRAPAC (PLATTSBURGH) INC.,

by


Name: Douglas B. Brent
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
Second 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.