

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
Tubed Products, LLC.	09/20/2006
RECEIVING PARTY DATA	
Name:	Credit Suisse, as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5584148
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
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Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	038263-0065 (TUBED)
NAME OF SUBMITTER:	Anna T Kwan

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Total Attachments: 35
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of September 20, 2006 is entered into by **BPC ACQUISITION CORP.**, a Delaware corporation (the "Company") and upon consummation of the Merger, the Subsidiary Parties (together with the Company, the "Grantors") in favor of **CREDIT SUISSE, CAYMAN ISLANDS BRANCH**, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties (the "Secured Parties").

WHEREAS, the Grantors, the Lenders party thereto from time to time (the "Lenders"), Administrative Agent, and certain other parties as named therein have entered into a Credit Agreement, dated as of September 20, 2006 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of September 20, 2006, in favor of the Administrative Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement")

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, 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:

(a) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including, but not limited to, the registrations and applications referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) all provisionals, reissues, extensions, continuations, divisions, continuations-in- part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein,

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee and Collateral Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

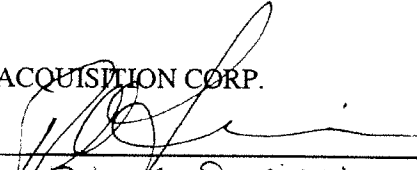
(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

BPC ACQUISITION CORP.

By: 
Name: Robert Seminara
Title: President

Upon the consummation of the Merger:

Berry Plastics Holding Corporation
Berry Plastics Corporation
AeroCon, Inc.
Berry Iowa Corporation
Berry Plastics Design Corporation
Berry Sterling Corporation
Berry Plastics Technical Services, Inc.
Cardinal Packaging, Inc.
CPI Holding Corporation
Knight Plastics, Inc.
Landis Plastics, Inc.
Packerware Corporation
Pescor, Inc.
Poly-Seal Corporation
Venture Packaging, Inc.
Venture Packaging Midwest, Inc.
Berry Plastics Acquisition Corporation III
Berry Plastics Acquisition Corporation V
Berry Plastics Acquisition Corporation VII
Berry Plastics Acquisition Corporation VIII
Berry Plastics Acquisition Corporation IX
Berry Plastics Acquisition Corporation X
Berry Plastics Acquisition Corporation XI
Berry Plastics Acquisition Corporation XII
Berry Plastics Acquisition Corporation XIII
Kerr Group, Inc.
Saffron Acquisition Corp.
Sun Coast Industries, Inc.
Berry Plastics Acquisition Corporation XV, LLC
Setco, LLC
Tubed Products, LLC

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, the Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

BPC ACQUISITION CORP.

By: _____

Name:

Title:

Upon consummation of the Merger:

BPC Holding Corporation
Berry Plastics Corporation
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Berry Iowa Corporation
Berry Plastics Design Corporation
Berry Sterling Corporation
Berry Plastics Technical Services, Inc.
Cardinal Packaging, Inc.
CPI Holding Corporation
Knight Plastics, Inc.
Landis Plastics, Inc.
Packerware Corporation
Pescor, Inc.
Poly-Seal Corporation
Venture Packaging, Inc.
Venture Packaging Midwest, Inc.
Berry Plastics Acquisition Corporation III
Berry Plastics Acquisition Corporation V
Berry Plastics Acquisition Corporation VII
Berry Plastics Acquisition Corporation VIII
Berry Plastics Acquisition Corporation IX
Berry Plastics Acquisition Corporation X
Berry Plastics Acquisition Corporation XI
Berry Plastics Acquisition Corporation XII
Berry Plastics Acquisition Corporation XIII
Kerr Group, Inc.
Saffron Acquisition Corp.
Sun Coast Industries, Inc.
Berry Plastics Acquisition Corporation XV, LLC
Setco, LLC
Tubed Products, LLC

By:  _____

Name: James H. Kratochvil

Title: EVP, CFO, Treasurer and Secretary

[Signature Page to Patent Security Agreement]

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH

as Administrative Agent

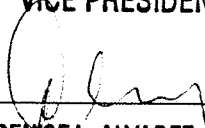
By: 

Name:

DOREEN BARR

Title:

VICE PRESIDENT

By: 

Name:

DENISE L. ALVAREZ

Title:

ASSOCIATE

PATENT SECURITY AGREEMENT

I. PATENTS:

Berry Plastics Corporation

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
10/753,850	01/07/04	Pending	Closure and Container System and Method for sealing a Closure on a Container
D353,743	11/12/93	12/27/94	Canister
5,337,912	11/30/92	8/16/94	Sturdy aerosol can and lid
5,788,107	3/29/96	8/4/98	Tamper resistant cap for a container
5,979,690	11/19/97	11/9/99	Reclosable rectangular container assembly with tamper indicator
6,047,849	6/26/98	4/11/00	Large capacity beverage cup
6,112,933	6/24/98	9/5/00	Tamper resistant cap for a container
6,161,736	7/16/99	12/19/00	Dispenser apparatus
1,285,242 (Canada)	2/3/86	6/25/91	Tamper-evident closure
2,146,858 (Canada)	10/12/93	2/10/98	Stackable mug
0,668,834 (Europe)	10/12/93	11/3/99	Stackable mug
0,668,834 (France)	10/12/93	11/3/99	Stackable mug
0,668,834 (Switzerland)	10/12/93	11/3/99	Stackable mug
0,668,834 (United Kingdom)	10/12/93	11/3/99	Stackable mug
0,668,834 (Italy)	10/12/93	11/3/99	Stackable mug

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
69,326,959.6 (Germany)	10/12/93	11/3/99	Stackable mug
2,138,000 (Spain)	10/12/93	11/3/99	Stackable mug
5,779,110	3/28/95	7/14/98	Package having closure assembly with concealed hinge
5,307,948	9/27/91	5/3/94	Tamper-proof and tamper-evident container closure system
D350,068	5/24/91	8/30/94	Combined tamper-proof container and closure
5,219,419	11/2/92	6/15/93	Stackable mug
5,275,307	10/26/92	1/4/94	Pitcher with locking lid
187,672 (Mexico)	10/22/93	1/6/98	Pitcher with locking lid
5,657,897	11/8/95	8/19/97	Beverage container constructed to accommodate cup holders of different sizes
D367,818	1/13/94	3/12/96	Plastic lid with extended skirt for paper containers
5,287,990	7/10/92	2/22/94	Plastic bail handle
5,435,431	2/18/94	7/25/95	Container tipping apparatus
5,457,850	2/18/94	10/17/95	Plastic bail handle
5,931,352	9/11/97	8/3/99	Snap-fit non-drip valve and method for assembly thereof
5,989,469	9/11/97	11/23/99	Method for making a non-drip valve for an inverted container
5,400,912	5/10/93	3/28/95	Closure with concealed hinge
5,896,993 *	09/04/97	04/27/99	Stackable receptacle assembly for pourable products
5,823,345 *	07/24/97	10/20/98	Stackable receptacle assembly for pourable

* Co-owned with Arch Chemicals

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PATENT
REEL: 018291 FRAME: 0638

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
			products
9,892,048 (Australia)	08/25/98	03/22/99	Stackable receptacle assembly for pourable products
1,302,951 (Canada)	08/30/88	06/09/92	Child resistant closure cap for necked cans or containers
D405014*	07/24/97	02/02/99	Container
D403583*	09/04/97	01/05/99	Container cover
D403582*	08/22/97	01/05/99	Container cover assembly
D403581*	07/24/97	01/05/99	Container cover
D403241*	07/24/97	12/29/98	Container cover assembly
354283 (EPO)	08/10/88	02/14/90	A child resistant closure cap for necked cans or containers
2711762 (Germany)	03/17/77	09/28/78	Elektrischer wechselstromschalter mit drei stellungen
D461369	04/03/01	8/13/02	Cup
6644491	8/20/01	11/11/03	Tamper-evident cap
7011728	07/19/01	3/14/06	Container-labeling and printing synchronization apparatus and process
10/804906	03/19/04	N/A	Apparatus and method for producing decorated plastic product
10/839089	05/05/04	N/A	Closure for drink bottle
7055715	04/15/04	06/06/06	Drink cup and lid
10/909639	8/2/04	N/A	Bailing apparatus with handle orienter
10/804901	3/19/04		Part catcher
10/994072	11/19/2004		Bailing apparatus with handle return device
10/936355	9/8/2004		Method for visual inspection of printed matter on moving lids

* Co-owned with Arch Chemicals

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
10/924681	8/24/2004		Container with breakaway handle
10/927333	8/26/2004		Paint container
D479090	8/8/02	9/2/03	Pitcher
D478475	8/8/02	8/19/03	Bowl
D480904	9/4/02	10/21/03	Pitcher
6896160	12/12/02	5/24/05	Lockable disc top dispensing closure
6886708	2/4/03	5/3/05	Tamper-evident overcap
6971547	2/5/03	12/06/05	Dispensing package with lockable closure
D482616	2/21/03	11/25/03	Container cap
6808286	4/9/03	10/26/04	Container lid having an indicator
10/669198	9/24/03	N/A	Method of producing a container closure
7007817	9/24/03	03/07/06	Container closure
10/138088	5/3/2002		BEVERAGE CONTAINER CLOSURE
10/947749	9/23/2004		STAGED COMPRESSION MOLDING PROCESS
10/738636	12/17/2003		TAMPER EVIDENT LID WELDED TO A CONTAINER
11/003640	12/3/2004		MOBILE CANISTER
2003/9218 (South Africa)	2003/9218	11/24/04	11/24/2004
4255850.2 (European Patent Convention)	9/24/2004		CONTAINER CLOSURE
2446220 (Canada)	5/3/2002		BEVERAGE CONTAINER CLOSURE
US2004/031587 (Patent Cooperation Treaty)	9/24/2004		STAGED COMPRESSION MOLDING PROCESS
US2005/012709	4/13/2005		DRINK CUP AND LID

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
(Patent Cooperation Treaty)			
US2004/003256 (Patent Cooperation Treaty)	2/5/2004		DISPENSING PACKAGE WITH LOCKABLE CLOSURE
11/276,063	02/13/06		Drink Cup and Lid
11/145,916	06/06/05		Container with Lockable Lid
US2005/019,937	06/07/05		Container with Lockable Lid
US2005/024,420	07/11/05		Method for Visual Inspection of Printed Matter on Moving Lids
11/276,724	03/10/06		Tamper-Evident Closure
Mexico PAa2005008	02/05/04		Dispensing Package with Locking Closure
Europe 04708593.1	02/05/04		Dispensing Package with Locking Closure
Canada 2515034	02/05/04		Dispensing Package with Locking Closure
US2006/008738	03/10/06		Tamper-Evident Closure
11/210,085	08/23/05		Drink Cup and Lid
60/709,873	08/19/05		Drink Cup Lid with Disc Carrier
60/743,067	12/21/05		Staged Compression Molding Process
11/276,033	02/10/06		Canister with Tamper-Evident Closure
60/735,753	11/11/05		Canister
11/330,666	01/12/06		Lid with Button
60/743,017	12/06/05		Canister
60/743,006	12/03/05		Child-Resistant Closure
60/743,102	01/06/06		Container Closure with Membrane-Piercing

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
			Valve
60/804,535	06/12/06		Closure Unit with Cap and Pour Spout for Container Neck Finish
60/762,886	01/30/06		Closure Unit with Cap and Pour Spout for Container Spout Finish
60/743,172	01/25/06		Closure Unit with Cap and Pour Spout for Container Spout Finish
60/745,924	04/28/06		Tamper-Evident Closure with Directional Molded Retention Tabs
Mexico PAa2005006	11/07/03		Lockable Disc Top-Dispensing Closure
Europe 03778149.9	11/07/03		Lockable Disc Top-Dispensing Closure
Canada 2509341	11/07/03		Lockable Disc Top-Dispensing Closure
D409,084	05/21/98	05/04/99	Jar
D408,276	05/21/98	04/20/99	Jar
Mexico 187672	10/22/93	01/06/98	Jana con tapa de sujecion Pitcher with locking lid
D417839	05/21/98	12/21/99	Jar
5,042,680	08/03/90	08/27/91	Reclosable container assembly
6454496	09/29/00	09/24/02	System for unloading polystyrene pellets automatically into and from a trailer
D426,772	02/22/99	06/20/00	Dispensing jar cover
4,744,481	05/06/87	05/17/88	Closure for container
5,765,705	07/30/96	06/16/98	Child-resistant closure
6,065,648	06/29/99	05/23/00	Child-resistant dispenser
6460729	03/06/01	10/08/02	One-Piece Side-Dispensing Closure

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
Canada 2,259,436	07/29/97	02/05/98	Child-resistant closure
5,058,754	12/06/90	10/22/91	Child-resistant container and safety closure Lite touch CR Exclusive License
5,224,615	08/07/91	07/06/93	Child resistant container and safety closure Lite touch CR Exclusive License
5,706,962	02/02/96	01/13/98	Thumb tab child resistant closure Exclusive License
10/752,074	01/05/04	Pending	Tamper Indicating Closure with Foldable Tab Extensions
10/293,803	11/12/02	Pending	Closure Container for Hot-Filled (Divisional Application)
10/824,210*	04/13/04	Pending	Closure with Vents for Venting During Molding of a Liner, Method of Forming a Liner in a Closure , and Device for forming a Liner in a Closure
D396,172*	09/04/97	07/21/98	Container assembly

Packerware Corporation

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
936,747 (Mexico)	10/12/93	N/A	Stackable mug

Berry Iowa Corporation

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
2,132,669 Canada	9/22/94	11/25/97	Multi-pack container assembly

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PATENT
REEL: 018291 FRAME: 0644

Berry Sterling Corporation

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
D383,038	3/29/95	9/2/97	Container to fit a vehicle cup receptacle
D362,368	1/14/94	9/19/95	Container to fit a vehicle cup receptacle
9,515,656 (Australia)	01/13/95	08/01/95	Large drink container to fit vehicle cup holders
9,506,251 (Brazil)	01/13/95	04/16/96	Recipiente para fixar suporte para copos de bebidas em veiculos e metodo para aumentar a sua resistencia
2,168,986 (Canada)	01/13/95	07/20/95	Large drink container to fit vehicle cup holders
1,138,840 (China)	01/13/95	12/25/96	Large drink container to fit vehicle cup holders
738208 (EPO)	01/13/95	10/23/96	Large drink container to fit vehicle cup holders
9,508,086 (Japan)	01/13/95	08/19/97	Large drink container to fit vehicle cup holders

Venture Packaging, Inc.

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
2,093,277 (Canada)	4/2/93	4/22/94	Method and apparatus for side weld bag having a handle
9,302,931 (Brazil)	07/20/93	02/22/94	Aparelho para dispor uma luva, ou um rotulo tubular, em relacao circundante sobre uma unidade de artigo
2,100,798 (Canada)	07/19/93	09/17/96	Apparatus for simultaneously disposing tubular labels on a plurality of bottles or other containers
69,318,233 (Germany)	07/16/93	06/04/98	Vorrichtung zum aufbringen von huelsenfoermigen etiketten auf eine vielzahl von flaschen oder sonstigen behaeltern
584516 (EPO)	07/16/93	04/29/98	Apparatus for disposing tubular labels on a plurality of bottles or other containers

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
6,298,234 (Japan)	07/20/93	10/25/94	Device to arrange simultaneously tubular label on a plurality of bottles or other containers
9,304,405 (Mexico)	07/21/93	03/31/94	Aparato para disponer simultaneamente etiquetas tubulares sobre una pluralidad de botellas u otros recipientes
1,220,173 (Canada)	08/26/85	04/07/87	Bag with carrying handle

Knight Plastics, Inc.

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
9,894,799 (Australia)	9/11/98	3/29/99	Snap fit non-drip valve and method for assembly
9,894,848 (Australia)	9/11/98	3/29/99	Non-drip valve for an inverted container and method for making same

Poly-Seal Corporation

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
9,738,185 (Australia)	07/29/97	02/20/98	Child resistant closure

Landis Plastics, Inc.

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
D426463	9/16/97	6/13/00	Container for food products
CA 1,245,819	6/5/85	12/6/88	Annular injection molding nozzles with central heater probes

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
CA 1,311,217	1/15/88	12/8/92	Tear strip closure for container with security ring with strip provided with pull tab, pulling acting to expose lift tab
US 4,759,465	9/3/87	07/26/88	Tear strip closure for container with security ring with lift tab connected to upper part of skirt to allow removal of closure
US 4,819,825	2/5/88	04/11/89	Tear strip closure with tamper indication
US 4,826,039	2/5/88	05/02/89	Container closure with anti-nesting ribs
US 4,872,586	9/25/87	10/10/89	Container closure and assembly
US 5,238,135; CA 2,091,947	3/18/92; 3/18/93	08/24/93; 01/04/05	Easy-open tear strip lid
CA 2,126,390	6/21/94	12/22/95	Closure for dairy container
CA 1,239,514	7/12/85	07/26/88	Injection Molding Apparatus
US D369,107	12/13/94	04/23/96	Design of lid with partially removable gripping flange
US D389058	1/6/95	01/13/98	Design of plastic container lid

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
US 6,685,049 CA 2326031	5/15/00 11/16/00	02/03/04; application pending	Thin wall closure container

Kerr Group, Inc. US Patent and Patent Applications

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
5,280,842	12/15/92	01/25/94	Low Reverse Torque Closure Assembly
5,348,201	04/20/93	09/20/94	Flip Top Closure
5,417,350	09/19/94	05/23/95	Flip Top Closure
5,445,022	05/24/94	08/29/95	Measuring Scoop
5,588,546	05/26/94	12/31/96	Closure with Stay Open Lid
5,657,901	02/05/96	08/19/97	Tablet Dispense w/ CR Locking Feature
5,660,288	01/20/95	08/26/97	Reverse Helix Tamper-Evident Closure
5,671,853	10/31/95	09/30/97	Child-resistant one-piece container and one-piece closure assembly
5,712,042	04/17/95	01/27/98	Second Seal for Closure Liners
5,813,553	10/16/97	09/29/98	Snap-band tamper evident
5,816,441	01/25/96	10/06/98	Tablet Dispenser w/ CR Locking Feature
5,846,471	04/01/97	12/08/98	Method for Manufacturing TE Cap
5,927,526	06/11/97	07/27/99	Tab II (Continuation Patent)
5,938,055	03/12/97	08/17/99	Safety Cap & Container (Clear Cap Reverse Engraving)
5,941,402	06/24/98	08/24/99	Child-Resistant Closure and Container Apparatus
5,979,680	10/10/97	11/09/99	Child-Resistant Vial
6,019,592	12/02/98	02/01/00	Method for Manufacturing TE Cap

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
6,053,343	05/14/98	04/25/00	Child-Resistant Closure and Container Apparatus w/Tamper Indication
6,076,689	02/05/98	06/20/00	Child-Resistant and Adult Friendly Container and Closure Device
6,095,354	03/30/99	08/01/00	Child-Resistant Closure and Container
6,357,615	07/26/99	03/19/02	Child-Resistant One-Piece Container & One-Piece Closure (Tab II)
6,371,316B1	01/07/00	04/16/02	Child-Resistant Closure and Container with guarded Flip-Top
6,371,317B1	08/07/98	04/16/02	Tamper Indicating Closure with Foldable Tab
6,477,823B1	07/30/98	11/12/02	Closure & Container System for Hot Filled Containers
6,640,987B2	11/29/00	11/04/03	Child-Resistant Closure & Container Having Axially Offset Locking Teeth
6,673,298B2	01/08/02	01/06/04	Tamper Indicating Closure with Foldable Tab
D397,031	03/07/97	08/18/98	Design ROPP Alternative
D405,371	05/30/97	02/09/99	Combined Container and Child-Resistant Closure (Design)
D427,528	06/09/97	07/04/00	Child-Resistant and Adult Friendly Container and Closure Device
TBA	03/11/05	Pending	System Including a hinged Closure and Tub Container and Method for Sealing a Hinged Closure on a Tub Container
10/288,672	11/07/02	Pending	Method for Fabricating a Container Having Internal Strengthening Ribs and Core Rod Therefor
10/752,647	01/08/04	Pending	Container Having a Base with a Convex Dome and Method of Use
10/368,035	02/19/03	Pending	Method for Fabricating a container Having Internal Strengthening Ribs and Parison Mold Therefor
29/205,700	05/18/04	Pending	Container

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
2506144	05/18/04	06/14/05	Container
US2005/012701	04/13/05		Closure with Vents for Venting During Molding of a Liner, Method of Forming a Liner in a Closure, and Device for Forming a Liner in a Closure
US2005/000362	01/07/05		Closure and Container System and Method for Sealing a Closure on a Container
11/077,585	03/11/05		System Including a Hinged Closure and Tube Container and Method for Sealing a Hinged Closure on a Tube Container
US2006/007719	03/03/06		System Including a Hinged Closure and Tube Container and Method for Sealing a Hinged Closure on a Tube Container
11/147,014	06/06/05		Method and Device for a Child Restraint Dropper Closure
11/349,365	02/06/06		Composite Two-Piece Tamper-Evident Closure with a Seal-Delay-Release Feature and a Method Therefor
11/147,015	06/06/05		Reversible Vial Closure

Kerr Group, Inc.

<u>Patent or Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
1287324	Canada	04/22/86	08/06/91	Safety Closure with Nested Caps
1285904	Canada	02/14/86	07/09/91	One-Piece Moisture-tight Safety Closure and Container
1272984	Canada	07/31/86	08/21/90	Tamper-Evident Child-Resistant Closure
1316492	Canada	09/08/88	4/20/93	Tamper-Evident Closure
1319649	Canada	04/12/89	06/29/93	Dispensing Closure
214711	EPO	05/12/86	01/22/92	Tamper-Evident Child Resistant Closure
660401	Australia	12/07/93	10/10/95	Low Reverse Torque Closure Assembly
2111453	Canada	12/14/93	Pending	Low Reverse Torque Closure Assembly
0602925	Italy	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	Denmark	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	Switzerland	12/13/93	03/04/98	Low Reverse Torque Closure Assembly

<u>Patent or Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
0602925	UK	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	Netherlands	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	Germany	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	Belgium	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	Ireland	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	Austria	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	Sweden	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	EPO	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	Greece	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	France	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
0602925	Spain	12/13/93	03/04/98	Low Reverse Torque Closure Assembly
187056	Mexico	12/14/93	11/17/97	Low Reverse Torque Closure Assembly
671718	Australia	04/11/94	04/11/94	Improved Flip Top Closure

<u>Patent or Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
2121201	Canada	04/13/94	Pending	Improved Flip Top Closure
185574	Mexico	04/19/94	08/11/97	Improved Flip Top Closure
30728	Philippines	04/12/94	10/02/97	Improved Flip Top Closure
720185	Australia	10/29/96	09/07/00	Child-Resistant One-Piece Container and One-Piece Closure Assembly
692812	Switzerland	10/29/96	11/15/02	Child-Resistant One-Piece Container and One-Piece Closure Assembly
19681074.4	Germany	10/29/96	Pending	Child-Resistant One-Piece Container and One-Piece Closure Assembly
PA199700737	Denmark	10/29/96	Pending	Child-Resistant One-Piece Container and One-Piece Closure Assembly
2311062	UK	10/29/96	11/10/99	Child-Resistant One-Piece Container and One-Piece Closure Assembly
97-704371	Republic of Korea	10/29/96	0490715	Child-Resistant One-Piece Container and One-Piece Closure Assembly

<u>Patent or Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
201015	Mexico	10/29/96	03/09/01	Child-Resistant One-Piece Container and One-Piece Closure Assembly
9-517459	Japan	10/29/96	Pending	Child-Resistant One-Piece Container and One-Piece Closure Assembly
2208549	Canada	10/29/96	Pending	Child-Resistant One-Piece Container and One-Piece Closure Assembly
96937041.0	European [PCT]	10/29/96	Pending	Child-Resistant One-Piece Container and One-Piece Closure Assembly
(Design) 85924	Canada	11/27/97	02/29/99	Container with Child-Resistant Closure
(Design) 1123750	Japan	11/21/97	8/24/01	Container with Child-Resistant Closure
(Design) 10780	Mexico	11/28/97	11/10/99	Container with Child-Resistant Closure
(Design) D230917	Republic of Korea	11/28/97	11/02/98	Container with Child-Resistant Closure
(Design) 2070748	UK	11/25/97	05/05/98	Container with Child-Resistant Closure

<u>Patent or Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
(Design) MR199800467	Denmark	11/19/97	07/08/98	Container with Child-Resistant Closure
(Design) M9710981.9	Germany	11/21/97	04/20/98	Container with Child-Resistant Closure
(Design) 124878	Switzerland	11/21/97	02/09/98	Container with Child-Resistant Closure
(Design) 137353	Australia	11/28/97	05/28/99	Container with Child-Resistant Closure
(Design) 73949	Italy	11/27/97	03/01/02	Container with Child-Resistant Closure
(Design) 244	Liechtenstein	11/26/97	07/13/98	Container with Child-Resistant Closure
2295151	Canada	06/23/98	Pending	Child-Resistant Closure and Container Apparatus
729307	Australia	06/23/98	05/17/01	Child-Resistant Closure and Container Apparatus
Publication No. 1037817 Application No. 98 931518.9	European	06/23/98	09/27/00	Child-Resistant Closure and Container Apparatus
758125	Australia	07/28/99	07/03/03	Tamper- Indicating closure with Foldable Tab
PI9906676.9	Brazil	07/28/99	Pending	Tamper- Indicating closure with Foldable Tab

<u>Patent or Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
2303881	Canada	7/28/99	Pending	Tamper-Indicating closure with Foldable Tab
99935964.9	European	07/28/99	Pending	Tamper-Indicating closure with Foldable Tab
222669	Mexico	07/28/99	09/13/04	Tamper-Indicating closure with Foldable Tab
758714	Australia	07/30/99	07/17/03	Closure and Container System for Hot Filled Containers
PI9906631.9	Brazil	07/30/99	Pending	Closure and Container System for Hot Filled Containers
2303892	Canada	07/30/99	Pending	Closure and Container System for Hot Filled Containers
99935991.2	European	07/30/99	Pending	Closure and Container System for Hot Filled Containers
PAa20003115	Mexico	07/30/99	Pending	Closure and Container System for Hot Filled Containers

<u>Patent or Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
693876	Switzerland	10/29/96	03/31/04	Child-Resistant One-Piece Container and One-Piece Closure Assembly
P3683570.6	Germany	05/12/86	1/22/92	Tamper-Evident Child-Resistant Closure
214711	UK	05/12/86	1/22/92	Tamper-Evident Child-Resistant Closure
2144582	Canada	3/14/95		Easy-open closure and container
2118365	Canada	10/18/94		Measuring Scoop
2114972	Canada	2/4/94		Tamper-evident closure
1242414	Canada	2/28/95		Heat reservoir device and method
87228200	Japan	9/10/87		End-section sealing member for simple opening type vessel
2537061	Japan	9/16/87	9/25/96	Method and device for manufacturing thin plastic vessel
952429	Mexico			Improved tamper evident closure
942802	Mexico			Flip top closure
337847 B1	European Union		9/29/93	Dispensing Closure

<u>Patent or Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
PAa2006007685	Mexico	1/05/05		Tamper Indicating Closure with Tab
04708593.1	Europe	1/05/05		Tamper Indicating Closure with Tab
2005/204644	Australia	7/28/99		Tamper Indicating Closure with Tab
06004619.0	Europe	03/07/06		System Including a Hinged Closure and Tube Container and Method for Sealing a Hinged Closure on a Tube Container
PAa2006006435	Mexico	06/05/06		Composite Two-Piece Tamper-Evident Closure with a Seal-Delay-Release Feature and a Method Therefor
2549447	Canada	06/05/06		Composite Two-Piece Tamper-Evident Closure with a Seal-Delay-Release Feature and a Method Therefor
PAa2006006402	Mexico	06/05/06		Reversible Vial Closure
2549310	Canada	05/31/06		Reversible Vial Closure

<u>Patent or Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
1259277	Canada	09/12/89		Tamper-Proof Closure Cap and Method and Tool for Making Same

Kerr Glass Manufacturing Corporation

<u>Patent or Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
1316492	Canada	09/08/88	04/20/93	Tamper-Evident Closure
1272984	Canada	07/31/86	08/21/90	Tamper-Evident Child-Resistant Closure
1287324	Canada	04/22/86	08/06/91	Safety Closure with Nested Caps
1285904	Canada	02/14/86	07/09/91	One-Piece Moisture-Tight Safety Closure and Container
1285241	Canada	02/17/84	06/25/91	Tamper-Evident Closure

Setco, LLC US Patent and Patent Applications

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
5,727,095	02/21/97	03/10/98	Bearing Seal with Uniform Fluid Purge
5,980,115	03/09/98	11/09/99	Bearing Seal with Uniform Fluid Purge
6,217,219	09/13/99	04/17/01	Two Part Closure
D480,313S	01/31/02	10/07/03	Bottle
D480,314S	01/31/02	10/07/03	Bottle
10/636,354	08/07/03	Pending	Solid rubber tire
10/654,811	09/04/03	Pending	Cartridge-type bearing seal for machine tool spindle

McCormick & Company US Patent and Patent Applications

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
4,964,548	10/27/89	10/23/90	Dispensing Closure Having an Interior Sealing Sleeve, a Threaded Sleeve Engaging a Threaded Tube and Stop Blocks Limiting Twisting of the Closures

Sun Coast Industries, Inc. US Patent and Patent Applications

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
4,687,116	09/10/86	08/18/87	Easy Open Container End Closure

II.

Tubed Products, LLC. US Patent and Patent Applications

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
5,584,148	03/24/94	12/17/96	Flexible Container Having Dispensing Head with Exposed Shoulder

III. PATENT LICENSES:

The following, together with any agreements that grant licenses of Patents identified below under "Intellectual Property Matters."

Poly-Seal Corporation

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Use</u>	<u>Title</u>
4,690,304 1,237,095 Canada	12/5/85	9/1/87	Obturator device for tubes, flasks and other containers, the opening and closing of which are controlled through rotation	Accu-flow Sublicense
4,787,526	2/26/88	11/29/88	Container closure having a child protective fastening means	CR dispensing Non-exclusive Canada and US, closures 50mm or less
4,925,041 1,316,844 Canada	2/26/88	5/15/90	Container closure having a protective fastening means	CR dispensing Non-exclusive Canada and US, closures 50mm or less
5,004,127 1,328,846 Canada	5/10/89	4/2/91	Cap with rotating casing for flasks, tubes and similar containers	Accu-flow Sublicense
5,025,942 1,328,638 Canada	8/1/89	6/25/91	Device for hanging various accessories on a screw ring or endpiece of a container	Accu-flow Sublicense
5,027,954	3/12/90	7/2/91	Child-proof container and safety closure	Lite touch CR Exclusive license
5,137,260	5/15/87	8/11/92	Child-resistant container with flush latched closure	CR dispensing Non-exclusive US and Canada closure 50mm or less
5,558,239	3/8/94	9/24/96	Snap on plastic hinged closure in a single piece	Snap on dispensing,

<u>Patent or Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Use</u>	<u>Title</u>
2,135,379 (Canada) 0 640 167 (EPO) 7,506,645 (Japan)				bowtie Non-exclusive US, Canada, Mexico, Central and South America

Landis Plastics, Inc.

<u>Patent Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Use</u>	
4,735,337	5/26/87	4/5/88	Right to use molds incorporating the zig-zag tear strip embodiment of the '337 patent sold by Plas-Tool Co. to produce products, so long as the lid is also covered by the Landis '135 patent	

Kerr Group, Inc.

Exclusive License, Distribution and Marketing Agreement, dated April 3, 1998 and amended January 13, 2005, by and between the Company and Cormack Group Pty. Ltd.

License Agreement, dated September 29, 1998, as amended, by and between the Company and Therese LLC.

IV. INTELLECTUAL PROPERTY MATTERS:

Other License Agreements:

1. Assignment of License, dated December 24, 1990, between Berry Groves, Inc. and the Corporation, for a license to use U.S. Patent Serial No. 3,515,307 (plastic container caps).
2. Amended and Restated License and Development Agreement, dated August 29, 1997, between Rathbun Family Real Estate Group and Venture Packaging Midwest, Inc., for a license to use (i) U.S. Patent Serial No. 5,540,342 ("Tamper Resistant Lid"); (ii) U.S. Patent Serial No. 5,609,894 (injection molding apparatus); and (iii) U.S. Patent Serial No. 5,505,331 (plastic recyclable container).
3. The Corporation is routinely granted limited licenses from its customers in order for the Corporation to use its customers' Intellectual Property in connection with the products which it manufactures for such customers.
4. Coke Licensing Agreement, dated September, 2000, by and between The Coca-Cola Company and Packerware Corporation.

5. Coke Dual Licensed Articles Agreement.
6. Coke Manufacturing Authorization Agreement.
7. Pescor, Inc. Manufacturing Authorization Agreement.
8. Licensing and Manufacturing Agreement, dated May 1, 2002, between The Coca-Cola Company and the Corporation (the "Coke Licensing and Manufacturing Agreement"). [Execution of this Agreement is pending.]
9. Agreement, dated June 28, 1999, by and between Pepsi-Cola Company and the Corporation.
10. License Agreement, dated March 30, 2000, by and between Trexel, Inc. and the Corporation.
11. License Agreement, dated April 12, 2002, between Sparks International, Inc. and the Corporation.
12. Container Agreement, dated May 21, 1996, by and between Unice International Limited and the Corporation.
13. Confirmation of Order and Agreement, dated February 25, 2002, between Unice International Limited and Capsol Berry Plastics S.p.A.
14. License Agreement, dated March 18, 2002, among Coraltech Limited, Coralfoam Limited and Packerware Corporation.
15. Non Exclusive Know-How and License Agreement, dated February 12, 1998, between Createchnic AG and Knight Engineering & Plastics.
16. Non Exclusive Know-How and License Agreement, dated July 14, 1999, between Createchnic AG and Poly-Seal Corporation.
17. Sublicense Agreement, dated February 5, 1997, by and between Eaton Twistflo Inc. and Poly-Seal Corporation.
18. Exclusive License Agreement, dated April 1, 1991, by and between Frederick R. Hickerson and Poly-Seal Corporation.
19. SST Technology License, dated June 11, 1999, between J.L. Clark and Poly-Seal Corporation.
20. License Agreement, dated April 30, 1999, by and between Harold T. Pehr and Poly-Seal, Inc., and Amendment No. 1 dated September 8, 1999.
21. Exclusive License Agreement, dated April 29, 1999, among the Corporation, Track Facts, Inc. and David H. Boney.
22. License and Know-How-Agreement, dated June 1, 1990, between Schmalbach-Lubeca AG and Capsol S.R.L.

23. Agreement, dated December 23, 1998, between the Corporation and BBEXX International CC.
24. Patent License Agreement, dated March 26, 1996, between Packerware Corporation and De Ster Holding B.V.
25. Sublicense Agreement between Poly-Seal Corporation and Allergan Sales, Inc.
26. License Agreement between the Corporation and Euromex Group, Inc.
27. Contract, dated August 1, 1999, by and between The Coca-Cola Corporation and Pescor, Inc.
28. License Agreement No. 2916B, dated March 22, 1999, by and between Major League Baseball and Packer Plastics, Inc.
29. License Agreement, dated December 6, 2001, by and between The Collegiate Licensing Company and Berry Plastics Corporation.
30. Strategic Supplier Alliance Agreement by and between the Company and Kraft Foods North America, Inc. dated January 1, 2001, appears to relate to rights in certain joint technology; [expires December 31, 2003.]
31. Software License Agreement, dated as of February 28, 1993, as amended, by and between the Company and J.D. Edwards.
32. Software License Agreement, dated as of June 30, 2004, by and between MAPICS, Inc. and the Company and all attached schedules and addenda.
33. End User License Agreement for License Software (Form # 107-R1), dated April 6, 2005, by and between the Company and Mattec Corporation.
34. Terms and Conditions of Sale (Form # T&C 104-R4), dated November, 2004, by and between the Company and Mattec Corporation.
35. Letter Agreement, dated May 17, 1999, by and between Setco and Mattec Corporation and the associated Terms and Conditions of Sale.
36. ADP Enterprise e-TIME Software License Agreement.
37. HighJump Software End User Agreement, dated March 21, 2005, by and between the Company and HighJump Software, LLC.
38. Software License Agreement, dated January 1, 1999, by and between the Company and Information & Computing Services, Inc.
39. Software License and Support Plan Agreement, dated May 10, 2000, by and between Setco and DCSI.
40. IBM eserver iSeries Software Entitlements.

41. IBM International Passport Advantage Agreement for Lotus Notes, dated November 11, 2004.
42. Lotus Notes McCormick License Transfer Agreement, dated August 11, 2003, by and between the Company and McCormick & Company, Inc.
43. License Agreement, dated as of May 16, 2002, by and between Tubed Products, Inc. and Blistex, Inc.
44. Software License Agreement, dated August 11, 2004, by and between the Company and Advanced Logic Solutions, Inc.
45. Ashford License Agreement, dated May 1, 2004.
46. Program Use License Agreement, dated January 13, 2000, by and between Setco and American Viking Enterprises.
47. License Agreement between Setco and Avaya, assigned to the Company on August 7, 2003.
48. Bytware, Inc. Purchase License Agreement Terms, dated June 20, 1999.
49. Computer Associates License Program Certificate, dated May 17, 2004.
50. Cognos General Software License, Support and Service Terms, dated August 28, 2003, by and between the Company and Cognos Corporation.
51. License Agreement dated December 5, 2003 by and between Setco and Dun & Bradstreet, Inc.
52. ProIT End-User License Agreement, dated April 30, 2004.
53. Showcase Corp. Master License Agreement, dated August 26, 1998.
54. Software License Agreement, dated December 11, 1998, by and between the Company and Synergistics, Inc.
55. Wonderware License Agreement between Invensys Systems, Inc. and Setco, assigned to the Company in August, 2003.
56. Futurcast-Local System Enterprise License Agreement, dated September 10, 2001 by and between Futuion Associates Inc. and Setco.
57. Transfer of Microsoft Software Licenses, dated August 11, 2003, by and between the Company and McCormick & Company, Inc.