

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
Grafc0 Industries Limited Partnership	10/03/2006
RECEIVING PARTY DATA	
Name:	Credit Suisse, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D495602
Patent Number:	D427910
Application Number:	29102691
CORRESPONDENCE DATA	
Fax Number:	(866)459-2899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	oleh.hereliuk@federalresearch.com
Correspondent Name:	Oleh Hereliuk
Address Line 1:	1023 15th Street, NW
Address Line 2:	Suite 401
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	374608 / 5865-351
NAME OF SUBMITTER:	Jody Hagins
<p>Total Attachments: 7</p> <p>source=374608#page1.tif</p>	

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Schedule I

Patent Collateral

Patent Title	Country	Status	App. No.	Filing Date	Publication/ Patent No.	Grant Date
Molded bottle	U.S.	Issued	2003179005	4/4/2003	D495602	9/7/2004
Molded bottle	Canada	Issued	104480	10/3/2003	104480	12/14/2004
Molded bottle	Mexico	Issued	PA/E/2003/001123	10/3/2003	17677	3/16/2005
Syrup bottle	U.S.	Pending	29/126,060	10/29/2004	N/A	N/A
Wide mouth container	U.S.	Issued	29/102,691	3/3/1999	D427910	7/11/2000

PATENT SECURITY AGREEMENT dated as of October 3, 2006, between GRAFCO INDUSTRIES LIMITED PARTNERSHIP, a Maryland limited partnership (the "*Grantor*") and CREDIT SUISSE ("*Credit Suisse*"), as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Credit Agreement dated as of August 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Captive Plastics, Inc., a New Jersey corporation (the "*Borrower*"), Captive Holdings, Inc., a Delaware corporation ("*Holdings*"), the lenders from time to time party thereto (the "*Lenders*") and Credit Suisse, as administrative agent (in such capacity, the "*Administrative Agent*") and Collateral Agent and (b) the Guarantee and Collateral Agreement dated as of August 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "*Collateral Agreement*"), among the Borrower, Holdings, the Grantor and the other Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

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

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

all letters patent of the United States or the equivalent thereof in any other country, all issuances and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including issuances, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the "*Patents*"), and all reissues, continuations, divisions, continuations-in-part 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.

SECTION 3. Collateral 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 Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

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

GRAFCO INDUSTRIES LIMITED
PARTNERSHIP,

by

Name:
Title:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

by

Name: PHILLIP HO
Title: DIRECTOR

by

Name: KARIM BLASETTI
Title: ASSOCIATE

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