

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

TERM LOAN PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
HILEX POLY CO. LLC	07/09/2008

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent
Street Address:	350 S. Beverly Drive, Suite 200
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90212

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	5125604
Patent Number:	4995860
Patent Number:	5074674
Patent Number:	5207368
Patent Number:	5335788
Patent Number:	D396636
Patent Number:	5362152
Patent Number:	5562580
Patent Number:	5421803
Patent Number:	5626550
Patent Number:	5667173
Patent Number:	5881882
Patent Number:	5845779
Patent Number:	5690229
Patent Number:	5924573

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500589273

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OP \$1280.00 5125604

Patent Number:	5979841
Patent Number:	5941393
Patent Number:	6264035
Patent Number:	D505036
Patent Number:	6286681
Patent Number:	6401971
Patent Number:	6446811
Patent Number:	D547580
Patent Number:	D552901
Application Number:	10760925
Application Number:	11237472
Application Number:	11543646
Application Number:	11607665
Patent Number:	4872766
Patent Number:	4911560
Patent Number:	4930385
Patent Number:	4981216

#### CORRESPONDENCE DATA

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 714-540-1235  
 Email: ipdocket@lw.com, kristin.azcona@lw.com  
 Correspondent Name: LATHAM & WATKINS LLP  
 Address Line 1: 650 Town Center Drive, 20th Floor  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	035060-0011
NAME OF SUBMITTER:	Kristin J. Azcona

Total Attachments: 8  
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## TERM LOAN PATENT SECURITY AGREEMENT

This TERM LOAN PATENT SECURITY AGREEMENT (this "Agreement") is dated as of July 9, 2008, by HILEX POLY CO. LLC, a Delaware limited liability company (the "Grantor"), the address of which is 101 East Carolina Avenue, Hartsville, South Carolina 29550, in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GE Capital"), the address of which is 350 S. Beverly Drive, Suite 200, Beverly Hills, CA 90212, individually and in its capacity as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, on May 6, 2008, Grantor and Hilex Poly Holding Co. LLC, a Delaware limited liability company ("Old Holdco"), commenced Chapter 11 Case Nos. 08-10890 and 08-10891, as administratively consolidated as Chapter 11 Case No. 08-10890, by filing separate voluntary petitions for reorganization under Chapter 11, 11 U.S.C. 101 et seq. (the "Bankruptcy Code"), with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, as part of the implementation of the Chapter 11 plan of reorganization with respect to Grantor and Old Holdco that was confirmed by the Bankruptcy Court on June 26, 2008, the parties hereto have entered into that certain Term Loan Credit Agreement, dated as of July 9, 2008, among Grantor, HLX PLY Investors Holding Corp., a Delaware corporation, GE Capital, as collateral agent and administrative agent for the term lenders, GE Capital, as documentation agent, GE Capital Markets, Inc., as co-lead arranger and co-bookrunner, Morgan Stanley Senior Funding, Inc., as a Term Lender, co-lead arranger and co-bookrunner, and the other term lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor, the other Credit Parties named therein, and the Collateral Agent have entered into that certain Term Loan Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Collateral Agent, for itself and the benefit of the other Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used herein but not otherwise defined herein shall have the meanings given them in the Credit Agreement.

(b) “Patent Collateral” means all of the Grantor’s right, title and interest in, to and under, whether presently existing or hereafter created or acquired, the following:

(i) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto; all reissues, continuations or extensions of the foregoing; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against any third party for past, present or future infringement of any Patent or Patent licensed under any Patent License;

provided, however, that the Patent Collateral shall not include any rights or interests of the Grantor under any Patent License in effect on the Closing Date, if, and solely to the extent that, the granting of a security interest in favor of any of the Secured Parties with respect to such Patent License would cause a default under the express terms of such Patent License (other than to the extent that any such term would be rendered ineffective pursuant to the UCC (including, without limitation, with respect to any Account, payment intangible, Chattel Paper or promissory note) or any other applicable law, including, without limitation, the Bankruptcy Code or principles of equity); provided further, however, that immediately upon the ineffectiveness, lapse, amendment, or termination of any such term, such Patent License shall (without any further action or delivery by any Person) constitute Patent Collateral (and the Grantor shall be deemed to have granted a security interest therein) hereunder as if such provision had never been in effect. The Grantor hereby agrees and acknowledges that the foregoing exclusion shall not in any way be construed to limit, impair or otherwise affect Collateral Agent’s, for itself and the benefit of the other Secured Parties, unconditional continuing security interests in and liens upon any rights or interests of the Grantor in or to monies due or to become due under any Patent License or any other Proceeds from the sale, license, lease or other disposition of such Patent License, and the Grantor agrees that it shall use commercially reasonable efforts prior to entering into any such Patent License to cause the grant of the security interest in favor of Collateral Agent, for itself and the benefit of the other Secured Parties, in such Patent License, as contemplated hereunder, to be permitted thereunder.

## 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

(a) To secure the prompt and complete payment, performance and observance of all of the Obligations, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, for itself and the benefit of the other Secured Parties, a security interest in the Patent Collateral.

(b) Notwithstanding anything herein to the contrary, the security interest granted to Collateral Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, for itself and the benefit of the other Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interests in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference hereby as if fully set forth herein.

4. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS THAT WOULD OTHERWISE REQUIRE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK SHALL HAVE THE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR, COLLATERAL AGENT, AND THE OTHER SECURED PARTIES PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED, THAT EACH OF COLLATERAL AGENT, THE OTHER SECURED PARTIES AND GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY; PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE COLLATERAL AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF COLLATERAL AGENT. GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND GRANTOR HEREBY WAIVES ANY OBJECTION THAT GRANTOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. GRANTOR HEREBY WAIVES TO THE MAXIMUM EXTENT PERMITTED BY LAW PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH IN ANNEX I TO THE CREDIT AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF GRANTOR'S ACTUAL RECEIPT THEREOF OR THREE (3) BUSINESS DAYS AFTER DEPOSIT IN THE UNITED STATES MAILED, PROPER POSTAGE PREPAID AND CERTIFIED MAIL RETURN RECEIPT REQUESTED.

*[Signature page follows]*

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HILEX POLY CO. LLC, a Delaware limited liability company

By: *RB Martin*  
Name: RICK MARTIN  
Title: SECRETARY

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[SIGNATURE PAGE TO TERM LOAN PATENT SECURITY AGREEMENT]

ACKNOWLEDGEMENT OF GRANTOR

STATE OF South Carolina )  
COUNTY OF Darlington )

ss.

On this 7th day of July, 2008, before me personally appeared Rich Martin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hilex Poly Co. LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public

My Commission Expires  
March 19, 2017

{seal}

[SIGNATURE PAGE TO TERM LOAN PATENT SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, a Delaware corporation, as  
Collateral Agent

By: 

Name: Eric Watson

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TERM LOAN PATENT SECURITY AGREEMENT]

**PATENT**  
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SCHEDULE I  
to the  
PATENT SECURITY AGREEMENT

See attached.

## Annex 3.15

Intellectual Property  
PATENTS

Country	Patent Title	Product Type	Application #	File Date	Patent Number	Grant Date	Expiration Date	Attorney Firm	Attorney Ref #	Product Family	Practiced?	US Equivalent	Maintenance Firm	Status
USA	A System For Automatic Consecutive Opening and Dispensing Thermoplastic Grocery or Retail Product Bags		07/668,894	4/22/1991	5,125604	30-Jun-92	June 30, 2003	Alston & Bird	129824			5125604		
USA	Easy Opening Bag Pack and Supporting Rack System and Fabricating Method		07/651,720	4/18/1990	4395860	26-Feb-91	January 31, 2010	Alston & Bird	129848	T-SHIFT	N	4395860	CPA Global	Active
USA	Thermoplastic Bag	VG	07/623,290	12/6/1990	5074674	24-Dec-91	December 6, 2010	Alston & Bird		T-SHIFT	N	5074674	CPA Global	Active
USA	Dispensing Apparatus For Plastic Bags	2923	07/746,321	8/16/1991	5207968	4-May-93	August 16, 2011	Alston & Bird	129826	T-SHIFT	Y	5207968	CPA Global	Active
USA	Self-Opening Polyethylene Bag Stack and Process for Producing Same	Coriora Treatment 2304	07/653,037	3/27/1992	5335788	9-Aug-94	March 27, 2012	Alston & Bird	129857			5335788		
USA	Nozzle For A Plastic Bag Dispenser	Design-3222-1	29/061,216	10/18/1996	1396636	4-Aug-96	August 4, 2012	Alston & Bird	130999	T-SHIFT	Y	D396636	CPA Global	Active
USA	T-Shirt Type Plastic Bag For Carrying Hot Food	3026	08/126,274	9/24/1993	5382152	8-Nov-94	September 24, 2013	Alston & Bird	130119	T-SHIFT	Y	5382152	CPA Global	Active
USA	Self-Opening Polyethylene Bag Stack and Process for Producing Same	Design-2334	08/193,366	2/2/1994	5562580	8-Oct-96	October 8, 2013	Alston & Bird	129862	T-SHIFT	Y	5562580	CPA Global	Active
USA	Method of Fabricating Packs of Self Opening Plastic Bags		08/237,601	5/21/1994	5421803	6-Jun-95	May 2, 2014	Alston & Bird		T-SHIFT	Y	5421803	CPA Global	Active
USA	Easy Dispense T-Shirt Bags	OP	08/130,310	10/1/1993	5626550	6-May-97	May 6, 2014	Alston & Bird		T-SHIFT	Y	5626550	CPA Global	Active
USA	A Compact Rack Construction For Mounting T-Shirt Type Plastic Bag	3150	08/558,963	11/13/1995	5667173	16-Sep-97	November 13, 2015	Alston & Bird	130274	T-SHIFT	Y	5667173	CPA Global	Active
USA	Plastic Bag Pack Adapted To Leave No Residue On A Supporting Rack	3173 HDFF	09/064,464	4/22/1998	5881882	16-Mar-99	July 3, 2016	Alston & Bird	130287	T-SHIFT	Y	5881882	CPA Global	Active
USA	T-Shirt Type Plastic Bag Pack Adapted To Leave No Residue On A Supporting Rack	3173 HDFF	08/674,893	7/3/1996	5845779	8-Dec-96	July 3, 2016	Alston & Bird	130284	T-SHIFT	Y	5845779	CPA Global	Active
USA	Easy Dispense T-Shirt Bags	OP	08/747,366	11/12/1996	5690229	25-Nov-97	November 12, 2016	Alston & Bird		T-SHIFT	Y	5690229	CPA Global	Active
USA	Easy Dispense Plastic Bag Dispensing System	OP	08/785,859	1/20/1997	5924573	20-Jul-99	January 20, 2017	Alston & Bird		HEADER	Y	5924573	CPA Global	Active
USA	Easy dispense Plastic Merchandise Bag Dispenser	OP	08/943,769	10/10/1997	5979841	9-Nov-99	October 10, 2017	Alston & Bird		T-SHIFT	Y	5979841	CPA Global	Active
USA	Easy opening plastic bag pack of the star-seal type Utility	3389 Quikstar Utility	09/121,804	7/23/1998	5941933	24-Aug-99	July 23, 2018	Alston & Bird	130447	T-SHIFT		5941933	CPA Global	Active
USA	Dispenser for Merchandise Bags	OP	09/207,013	12/7/1998	6264035	24-Jul-01	December 7, 2018	Alston & Bird		T-SHIFT	N	6264035	CPA Global	Active
USA	Dispensing Apparatus for Plastic Bags	Design Compact II	29/203,382	5/13/2004	D505,036	17-May-05	May 17, 2019	Alston & Bird		T-SHIFT	Y	D505,036	CPA Global	Active
USA	Ventilated Plastic Bag	3556 HDFF	09/559,951	4/27/2000	6256681	11-Sep-01	April 27, 2020	Alston & Bird	276289	T-SHIFT	Y	6256681	CPA Global	Active
USA	Bag Storage and Dispensing System	VG	09/668,364	10/12/2000	6401971	11-Jun-02	October 12, 2020	Alston & Bird	188628	T-SHIFT	N	6401971	CPA Global	Active
USA	Self-Opening Serially-Arranged Plastic Bag Pack of the Star-Seal Type	3701 HDFF EZ	09/743,057	12/27/2000	6446811	10-Sep-02	December 27, 2020	Alston & Bird	263782	T-SHIFT	Y	6446811	CPA Global	Active
USA	Dispensing Apparatus for Plastic Bags	Design-Compact II	29/234,555	7/20/2005	D547,580	31-Jul-07	July 31, 2021	Alston & Bird		T-SHIFT	Y	D547,580	CPA Global	Active
USA	Rack System	Design-Environcount	29/286,783	9/28/2006	D552,901	16-Nov-07		DLA Piper	283725	CUKSTAR	Y	D552,901	DLA Piper	Active
USA	Dispensing Apparatus for Plastic Bags	4236 HDFF-Compact I Utility	10/760,925	1/20/2004		PENDING		Alston & Bird		T-SHIFT	Y			Active
USA	Dispensing Apparatus for Plastic Bags	4236 HDFF-Compact II Utility	11/237,472	9/28/2005		PENDING		Alston & Bird		CUKSTAR	Y		CPA Global	Pending
USA	System for Monitoring Flexible Container Usage (Company is in the process of obtaining assignments from inventors and recording them with the PTO.)	Environcount	11/543,646	10/5/2006		Published		DLA Piper	296871	CUKSTAR	Y		CPA Global	Pending
USA	Recessed Dispenser for Plastic Bags	QuikStar Dispenser	11/607,665	12/1/2006		PENDING		DLA Piper		T-SHIFT	Y		DLA Piper	Pending
USA	Two-Compartment Plastic Bag	2637	07/273,954	11/16/1998	4872766	10-Oct-99	November 16, 2008	Alston & Bird	129666	CUKSTAR	N	4872766	CPA Global	Pending
USA	Easy Open Bag		07/321,824	3/7/1999	4911560	27-Mar-00	March 7, 2009	Dennison & Messerle		T-SHIFT	Y	4911560	Dennison & Messerle	expired
USA	Dispensing Nozzle for Plastic Bags	LAWS IV-2630	07/391,982	4/3/1999	4930385	5-Jun-00	April 3, 2009	Alston & Bird	129722	T-SHIFT	Y	4930385	N/A	expired
USA	Easy Opening Bag Pack and Supporting Rack System and Fabricating Method		07/472,781	1/31/1990	4981216	1-Jan-91	January 31, 2010	Alston & Bird	129737	T-SHIFT	N	4981216	CPA Global	expired

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