## Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		SECURITY AGREEMENT		
CONVEYING PARTY D	DATA	, <u> </u>		
Name			Execution Date	
Creative Edge Design	Group, Ltd.		08/08/2008	
RECEIVING PARTY DA	ATA			
Name:	Packaging Technol	logies, Inc.		
Street Address:	c/o Perkins Coie LL	<u></u> P		
Internal Address:	1201 3rd Avenue, S	Suite 4800		
City:	Seattle			
State/Country:	WASHINGTON			
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#### CORRESPONDENCE DATA

Fax Number:(206)359-9160Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

500618547

## PATENT REEL: 021371 FRAME: 0242

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NAME OF SUBMITTER:		Corina Rachina/Perkins Coie LLP	
Total Attachments: 7			
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#### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August <u>8</u>, 2008, by Creative Edge Design Group, Ltd., an Ohio limited liability company ("<u>Grantor</u>"), in favor of Packaging Technologies, Inc., a Delaware corporation ("<u>Lender</u>").

#### $\underline{WITNESSETH:}$

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor; Superior Dairy, Inc., an Ohio corporation, and LEL Operating Company, an Ohio corporation (collectively "<u>Borrowers</u>") and Lender's predecessor (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "<u>Credit Agreement</u>"), Lender has agreed to make certain Loans for the benefit of Borrowers;

WHEREAS, Lender is willing to make such Loans, but only upon the condition, among others, that Grantor execute and deliver to Lender this Patent Security 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, Grantor hereby agrees as follows:

<u>1.</u> <u>DEFINED TERMS</u>. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. To secure the Obligations, Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of the patents and patent applications listed on <u>Schedule I</u> hereto (the "Patents");

(b) all reissues, continuations or extensions of the foregoing;

(c) all licenses to third parties of any rights to use or otherwise enjoy the benefits of any of the Patents;

(d) all goodwill of the business connected with the use of, and symbolized by, each Patent; and

(e) all products and proceeds of the foregoing, including, without limitation, any rights under licenses of any Patent and any claim by Grantor against third parties for past, present or future (i) infringement of any Patent or (ii) injury to the goodwill associated with any Patent.

<u>3.</u> <u>CREDIT AGREEMENT</u>. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the

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rights and remedies of Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

PATENT REEL: 021371 FRAME: 0245 IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CREATIVE EDGE DESIGN GROUP, LTD.
$\Lambda = \Lambda P$
By Camel Inch
Name DANIEL P. SOGNNIEN
Title 7
TRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

Janet S. Haren, Notary Public In and for the State of Ohio My Commission Expires 2 - 21 - 11

Packaging Technologies, Inc., as Lender

By _		
Name	e	
Title		
-		

s attached to a 4 page document dealing with/entitled 4 - 8 - 8 - 8 - 8 = 10Poter Security and

# ACKNOWLEDGMENT CERTIFICATE

STATE OF Div
COUNTY OF Stark
On this (the day of August, 200), before me, the undersigned
notary public, personally appeared Dariel T. Sochelen
proved to me through satisfactory evidence of identification, to be the person whose
name is signed on the preceding or attached document and acknowledged to me that
he / she signed it voluntarily for its stated purpose. $()$
Jan t.X Maren
Signature of Notary Public

Commission Expiration Date of Notary Public

PATENT REEL: 021371 FRAME: 0247

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

CREATIVE EDGE DESIGN GROUP, LTD.

By
Name
Title

ACCEPTED AND ACKNOWLEDGED BY:

Packaging Technologies, Inc., as Lender
By Frence
Name LICHALD DUN
Title PRESIDENT

State of Washington ) ) ss: County of King )

I certify that I know or have satisfactory evidence that Richard J. Olin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Ang. 7, 2008 Stonand Reader

Stephanie R. Gardner-My Appointment Expires: 5-6-09 Residing at: Redmond, Washington



#### SCHEDULE I to PATENT SECURITY AGREEMENT

### **ISSUED PATENTS**

Patent	<u>Reg. No</u> .	Date
Stackable Thin Walled Containers having a Structural Loan Distributing Feature	6,068,161	May 30, 2000
Stackable Thin Walled Containers, Flexible Filling	6,591,986B2	July 15, 2003
System for Processing and Packaging Milk and Other Beverages	6,247,507B1	June 19, 2001
System for Processing and Packaging Milk and Other Beverages	6,371,172B1	April 16, 2002
System for Processing and Packaging Milk and Other Beverages	6,446,680B1	September 10, 2002
Vent and pour cap	7,021,506	April 4, 2006
Vent and pour cap	6,520,387	February 18, 2003
Caseless dispenser container	6,050,455	April 18, 2000

#### **PATENT APPLICATIONS**

Patent Application No. 10/264,305, filed October 3, 2002 – Stackable Thin Walled Containers

Patent Application No. 10/199,988, filed July 19, 2002 – Flexible Label Printing Assembly

Patent Application No. 60/591,977, filed July 29, 2004 – Method and Apparatus for Forming a Bottle (US)

Patent Application No. \_\_\_\_\_, filed July 29, 2005 – Method and Apparatus for Forming a Bottle (PCT)

**RECORDED: 08/12/2008** 

PATENT REEL: 021371 FRAME: 0250