

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
SIG Technology AG	12/01/2008
<b>RECEIVING PARTY DATA</b>	
Name:	Credit Suisse London Brank
Street Address:	1 Cabot Square
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 4QJ
<b>PROPERTY NUMBERS Total: 6</b>	
Property Type	Number
Application Number:	10519880
Application Number:	10554428
Application Number:	11885355
Application Number:	11916756
Application Number:	11915961
Application Number:	10519304
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(312)876-2020
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 876-1800
Email:	docketing@woodphillips.com
Correspondent Name:	Wood, Phillips, Katz, Clark & Mortimer
Address Line 1:	500 West Madison Street
Address Line 2:	Suite 3800
Address Line 4:	Chicago, ILLINOIS 60459
ATTORNEY DOCKET NUMBER:	10430P00010US

CH \$240.00 10519880

NAME OF SUBMITTER:

Mark Polyakov

**Total Attachments: 30**

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EXECUTION VERSION

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**Release and Amendment Agreement**

between

**SIG TECHNOLOGY AG**  
Neuhausen am Rheinfall, Switzerland

and

**CREDIT SUISSE LONDON BRANCH**  
London, United Kingdom

acting as Security Trustee and Agent for itself  
and for and on behalf of the Secured Parties

and

The entities named in Schedule 1

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relating to

a pledge of intellectual property rights dated November 1, 2007

This intellectual property rights release and amendment agreement (the "**Agreement**") is dated 1 December 2008 and entered into between:

- (1) **SIG Technology AG**, a company limited by shares incorporated under the laws of Switzerland, having its registered office at Laufengasse 18, CH-8212 Neuhausen am Rheinfall, Switzerland and registered in the Commercial Register of the Canton of Schaffhausen with the federal register number CH 160.3.002.649-1 ("**SIG Technology**"), on the one part; and
- (2) **Credit Suisse London Branch** of 1 Cabot Square, London E14 4QJ, United Kingdom acting for itself and as agent and security trustee for and on behalf of the Secured Parties pursuant to and under the Intercreditor Agreement (as defined in the IP Pledge below) (the "**Security Trustee**"); and
- (3) The entities named in Schedule 1 (the "**Finance Parties**"), on the other part.

### **Recitals**

- (A) Pursuant to a senior facilities credit agreement dated on May 11, 2007 concluded between, amongst others, (1) Beverage Packaging Holdings (Luxembourg) I S.A. (f/k/a Rank Holdings I S.A.) as the company and original borrower, (2) Beverage Packaging Holdings (Luxembourg) I S.A. (f/k/a Rank Holdings I S.A.), Rank Group Holdings Limited and Beverage Packaging Holdings (Luxembourg) III Sàrl (f/k/a Rank Holdings III Sàrl) as original guarantors, (3) Credit Suisse London Branch as mandated lead arranger, agent, issuing bank and as security trustee and (4) certain financial institutions named therein as lenders (the "**Senior Facilities Agreement**") certain facilities were made available on the terms and conditions thereof.
- (B) In order to secure liabilities due under the Senior Facilities Agreement, SIG Technology acceded to the Senior Facilities Agreement and SIG Technology and the Security Trustee (acting for itself and for on behalf of the Secured Parties, as defined in the IP Pledge below) concurrently entered into an intellectual property rights pledge on November 1, 2007 (the "**IP Pledge**"). Pursuant to the IP Pledge, SIG Technology pledged its IP Rights (as defined in the IP Pledge) to the Security Trustee (acting for and on behalf of the Secured Parties, as defined in the IP Pledge).
- (C) On January 12, 2008, certain companies belonging to the group of companies which are ultimately held by SIG Holding AG, including amongst others SIG Technology AG, and SIG Holding AG (as sellers' representative) on the one part and Salzgitter Mannesmann PET Technologie GmbH, i. Gr. (as purchaser) and Salzgitter Mannesmann GmbH (as purchaser's guarantor) on the other part, entered into a sale and purchase agreement regarding the sale and transfer of shares in certain SIG companies and other assets, including, in particular, certain intellectual property rights relating to the SIG beverage packaging solutions business (the "**Beverages IP**" and the "**Sale**").
- (D) In order to enable the Sale, the security created over the Beverage IP under the IP Pledge was released by means of a release and amendment agreement dated March 31, 2008 concluded between SIG Technology and the Security Trustee (acting for itself and for on behalf of the Secured Parties) (see Schedule D hereto).

- (E) Due to revised business judgments with regard to the materiality of intellectual property rights owned by SIG Technology, some intellectual property rights pledged under the IP Pledge are no longer deemed IP Rights (as defined in the IP Pledge).
- (F) In accordance with the above, the Lenders (as defined in the Senior Facilities Agreement) have decided and the Security Trustee (acting for itself and for and on behalf of the Secured Parties) and SIG Technology have agreed (i) that Schedule 2 to this Agreement (being the "New Schedule 2") shall, as of the date hereof, reflect the intellectual property rights pledged under the IP Pledge, (ii) to release all intellectual property rights that were pledged under the IP Pledge but are not contained in the New Schedule 2 (the "Release IP"), (iii) to pledge all intellectual property rights that are contained in the New Schedule 2 and have not been pledged under the IP Pledge ("New IP"), and (iv) to amend the entries of the Released IP in the IP Rights Registers, if the pledge of the Released IP was registered as a security interest in the IP Rights Registers.

### **1. Interpretation and Definitions**

Unless defined otherwise herein, capitalized terms and expressions used herein shall have the meaning ascribed to them in the IP Pledge.

### **2. Amendment of the IP Pledge**

- 2.1 The Security Trustee (acting for itself and for and on behalf of the Secured Parties) and SIG Technology mutually, irrevocably and unconditionally agree, as of the date hereof (i) to release each other finally of any obligations arising out of, in connection with or from the IP Pledge as far as such obligations arise out of, in connection with or from the Release IP ("Release"), (ii) to pledge to the Security Trustee (acting for itself and for and on behalf of the Secured Parties) the New IP pursuant to the terms and conditions of the IP Pledge ("New Pledge") and (iii) to amend the Schedule 2 of the IP Pledge accordingly (i.e. to replace the existing Schedule 2 of the IP Pledge by the New Schedule 2).
- 2.2 Unless otherwise set forth herein, the IP Pledge shall remain in force and not be terminated or amended and all pledged IP Rights (as defined in the IP Pledge) other than the Release IP ("Existing IP"), shall remain pledged according to the terms of the IP Pledge.
- 2.3 The Release includes, but is not limited to, all obligations, representations, warranties and covenants given by the Pledgor under the IP Pledge with respect to the Release IP.
- 2.4 The rights and obligations of the Parties under the IP Pledge relating to the Existing IP shall apply mutatis mutandis to the New IP.

### **3. Release of the Security over the Released IP**

- 3.1 The Security Trustee (acting for itself and for and on behalf of the Secured Parties)

undertakes, as of the date hereof, to irrevocably, unconditionally and finally release the security over the Release IP under the IP Pledge and, with effect as of the date hereof, the security over the Release IP under the IP Pledge herewith is irrevocably and unconditionally released.

- 3.2 The Security Trustee (acting for itself and for and on behalf of the Secured Parties) represents and warrants (i) that this Agreement constitutes a valid and binding and enforceable release of the Release IP and (ii) that the Release IP is released and delivered free and clear of any lien, encumbrance, charge or third party right created by the Security Trustee and/or any Secured Party.
- 3.3 SIG Technology shall be entitled to inform all IP Rights Registers in which the pledge of Released IP has been registered pursuant to Clause 2(b) of the IP Pledge, if any, that the pledge of the Released IP under the IP Pledge has been released and therefore the register shall be amended accordingly.
- 3.4 If the Released IP has not yet been registered pursuant to Clause 2(b) of the IP Pledge, such registration shall not be performed.
- 3.5 The Security Trustee (acting for itself and for and on behalf of the Secured Parties) represent and warrant that it has not registered any pledge of Released IP under the IP Pledge with any IP Rights Registers.

#### **4. Pledge of New IP**

- 4.1 SIG Technology hereby agrees to pledge and hereby pledges to the Security Trustee (acting for itself and for and on behalf of the Secured Parties) the New IP pursuant to the terms and conditions of the IP Pledge.
- 4.2 SIG Technology hereby authorizes the Security Trustee to register the New IP with the IP Rights Registers and to take all necessary acts as the Security Trustee reasonably deems necessary in order to perfect the security interest over the New IP.

#### **5. Further Assurance**

The Security Trustee and SIG Technology acknowledge and agree that the Security Trustee shall, at the request and cost of SIG Technology, do all such things and execute all such documents as may be reasonably necessary to give effect to the Release provided for herein.

#### **6. No Discharge**

This Agreement shall not discharge SIG Technology from any liabilities or obligations to the Security Trustee or any of the other Secured Parties under any of the Finance Documents (as defined in the Senior Facilities Agreement) other than the IP Pledge.

#### **7. Miscellaneous**

- 7.1 This Agreement may not be modified, amended, altered or supplemented, in whole or

in part, except by a written agreement signed by SIG Technology and the Security Trustee.

- 7.2 If any provision of this Agreement is found by any competent authority to be void, invalid or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force. In this event, the Agreement shall be construed, and, if necessary, amended in a way to give effect to, or to approximate, or to achieve a result which is as close as legally possible to the result intended by the provision hereof determined to be void, illegal or unenforceable.
- 7.3 The rights of a party to this Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party. A waiver to pursue any breach of contract by a party shall not operate as a waiver of the respective right or as a waiver to claim any subsequent breach. Any provision of this Agreement may be waived only by a written statement of the waiving party.

## 8. Notices

Any notice required to be given pursuant to this Agreement shall be in writing and in English. Delivery shall be made by registered mail or by an internationally recognized courier that verifies delivery to the relevant address set out below or to such other address of which any party notifies the others pursuant to this provision:

(1) if to SIG Technology:

**SIG Technology AG**  
Laufengasse 18  
CH-8212 Neuhausen am Rheinflall  
Switzerland  
Fax: + 41 52 674 65 74  
Attention: Head of corporate legal

with copy to:

**Rank Group Limited**  
Level 9, 148 Quay Street  
Auckland  
New Zealand  
Fax: +64 9366 6263  
Attention: Helen Golding, Company Secretary/Group Legal Counsel

(3) if to Security Trustee:

**Credit Suisse London Branch**  
1 Cabot Square  
London E14 4QJ  
United Kingdom  
Fax: +44 207 888 8398

Attention: Loans Agency, Desmond Yeo / Alexander Lim

**9. Governing Law and Jurisdiction**

- 9.1 This Agreement, including the creation of the security interest in the New IP, shall be governed by and construed in accordance with the substantive laws of Switzerland.
- 9.2 Any and all litigation to which this Agreement may give rise shall be subject to the exclusive jurisdiction of the competent authorities and the Commercial Court of the Canton of Zurich ("*Handelsgericht*"), with reservation of the right of appeal to the Swiss Federal Court in Lausanne. The parties hereto submit hereby to the jurisdiction of said authorities and courts.

**10. Counterparts**

This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

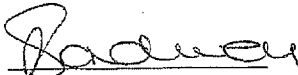
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THE FOLLOWING PAGES ARE THE SIGNATURE PAGES



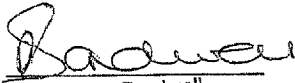
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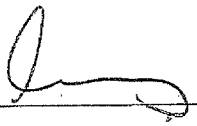
CREDIT SUISSE LONDON BRANCH  
*as Security Trustee for itself and on behalf of the Secured Parties*

By:   
Name: Debbie Bardwell  
Title: Authorised Signatory

By:   
Name: Michael Dowdy  
Title: Assistant Vice President  
Operations

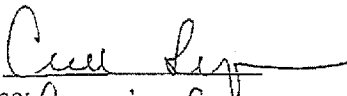
THE FINANCE PARTIES,  
*represented by CREDIT SUISSE LONDON BRANCH*

By:   
Name: Debbie Bardwell  
Title: Authorised Signatory

By:   
Name:  
Title: Michael Dowdy  
Assistant Vice President  
Operations

SIGNATURE PAGE SIG TECHNOLOGY

SIG TECHNOLOGY AG

By:   
Name: Cindi Lofur  
Title:

SCHEDULE 1

List of Finance Parties under the Senior Facilities Agreement

[see following 3 pages]

# SCHEDULE 1

Lender	Address
Credit Suisse	One Cabot Square, London, E14 4QJ, UK
Aegon Levensverzekeringen NV	Martahoefplein 50, The Hague, Netherlands
Alpstar CLO 1 PLC	Cayman Islands
Alpstar CLO 2 PLC	Cayman Islands
Australia and New Zealand Banking Group Limited	Mainzer Landstrasse 61, 60329 Frankfurt am Main, Germany
Avoca CLO III plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Avoca CLO VI plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Avoca CLO VII plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Avoca CLO VIII plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Bank of Scotland, Zweigniederlassung Frankfurt	Goetheplatz 4, 60311 Frankfurt, Germany
Cadogan Square CLO BV	Parnassustoren, Locatellikade 1, 1076 AZ Amsterdam The Netherlands
Cadogan Square CLO IV BV	Parnassustoren, Locatellikade 1, 1076 AZ Amsterdam The Netherlands
Caja De Ahorros Y Monte de Piedad de Madrid	PASEO DE LA CASTELLANA, 189 - 3ª 28046 Madrid Spain
Caja Madrid	Plaza de Celenque, no 2 Madrid, Spain
CELF Europe Credit Partners PLC	Lansdowne House, 57 Berkeley Square, London W1J 6ER
CELF Loan Partners V PLC	85 Merrion Square, Dublin 2, Ireland
Cheyne Credit Opportunity CDO I BV	Stormway House, 13 Cleveland Row, London SW1A 1DH
Cordatus CLO II PLC	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Cordatus CLO III PLC	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Credit Suisse Magement Syndicated Loan Fund	11 Madison Avenue, New York, 10011 USA
Credit Suisse International	One Cabot Square, London, E14 4QJ, UK
Cordatus CLO I PLC	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Dairadian European CLO I BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Dairadian European CLO IV BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Duetsche Bank AG	Winchester House, 1 Great Winchester Street, London EC2N 2DB
Dryden X Euro CLO 2005 plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Dryden XV Euro CLO 2006 plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
DZ Bank AG Deutsche Zentral-Genossenschaftsbank	10 Aldersgate Street, London EC1A 4HJ, UK
Eaton Vance CDO VII Ltd	225 State Street, Boston, Massachusetts, 02109 USA
Eaton Vance CDO X PLC	225 State Street, Boston, Massachusetts, 02109 USA
Eaton Vance Limited Duration Income Fund	225 State Street, Boston, Massachusetts, 02109 USA

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GLG Market Neutral Fund	Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands
Green Park CDO BV	Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands
Halcyon Structured Asset Management European Long	
Secured Short Unsecured CLO 2008-1 BV	
Harvest CLO II SA	8th Floor, 477 Madison Avenue, New York, USA
Harvest CLO III SA	1, allée Scheffer, L-2520, Luxembourg
Harvest CLO V plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Highlander Euro CDO BV	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Highlander Euro CDO II BV	Parnassustoren, Locatellikade 1, 1076 AZ Amsterdam The Netherlands
Hyde Park CDO BV	Parnassustoren, Locatellikade 1, 1076 AZ Amsterdam The Netherlands
JP Morgan Securities Limited	Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands
KBC Bank NV	125 London Wall, London EC2Y 5AJ, UK
King's Cross Asset Funding 30 SARL	11 Old Broad Street, London EC2N 1BR, UK
King's Cross Asset Funding 42 SARL	46A Avenue John F Kennedy, Luxembourg
Landesbank Hessen-Thüringen Girozentrale	46A Avenue John F Kennedy, Luxembourg
Laurelin BV	MAIN TOWER, Neue Mainzer Str. 52-58 60311 Frankfurt, Germany
Laurelin II BV	330 Park Avenue, New York 10022, USA
Mercator CLO I Plc	330 Park Avenue, New York 10022, USA
Mercator CLO II Plc	c/o Investors Fund Services; Block D, Iveagh Court; Harcourt Road; Dublin 2, Ireland.
Mercator CLO III Plc	c/o Investors Fund Services; Block D, Iveagh Court; Harcourt Road; Dublin 2, Ireland.
MetLife Insurance Company of Connecticut	c/o Investors Fund Services; Block D, Iveagh Court; Harcourt Road; Dublin 2, Ireland.
Harvest CLO IV plc	10 Park Avenue, Morristown, NJ 07962, USA
Mizuho Corporate Bank, Ltd	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Nash Point CLO	Bracken House, One Friday Street, London, EC4M 9JA, UK
Nash Point CLO III BV	85 Merrion Square, Dublin 2, Ireland
Neptuno CLO I BV	Devonshire House, Mayfair Place, London W1J 8AJ
Neptuno CLO II BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Neptuno CLO III BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Mercator CLO I Plc	LOCATELLIKADE 1, Amsterdam, The Netherlands
	5 Harbourmaster place, IFSC, Dublin 1, Ireland
	c/o Oak Hill Advisors (Europe) LLP, 1114 Avenue of the Americas, 27th Floor, New York 10036, USA

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Oak Hill European Credit Partners II plc  
OCM European Credit Opportunities  
Robobank International

Race Point III CLO  
Regent's Park CDO BV  
Senior Debt Portfolio  
St. James's Park CDO BV  
Static Loan Funding 2007-1 Limited  
Sumitomo Mitsui Banking Corporation  
WestLB AG London Branch  
Xelo II Plc

c/o Oak Hill Advisors (Europe) LLP, 1114 Avenue of the Americas, 27th Floor,  
New York 10036, USA  
27 Knightsbridge, London SW1X 7LY, UK  
Solmsstrasse 83, D-60486 Frankfurt A.M. Germany  
PO Box 1093 61, Queensgate House, South Church Street, Grand Cayman,  
Cayman Islands  
Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands  
255 State Street, Boston, Massachusetts, 02109 USA  
Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands  
85 Merrion Square, Dublin 2, Ireland  
99 Queen Victoria Street, London EC4V 4EH, UK  
Woolgate Exchange, 25 Basinghall St, London EC2V 5HA, UK  
11 Madison Avenue, New York, 10011 USA

SCHEDULE D

Release and Amendment Agreement between SIG Technology AG and Credit Suisse London  
Branch dated March 31, 2008

[see following 13 pages]

---

**Release and Amendment Agreement**

between

**SIG TECHNOLOGY AG**  
Neuhausen am Rheinfall, Switzerland

and

**CREDIT SUISSE LONDON BRANCH**  
London, United Kingdom

acting as Security Trustee and Agent for itself  
and for and on behalf of the Secured Parties

and

The entities named in Schedule 1

---

relating to

a pledge of intellectual property rights of November 1, 2007



This intellectual property rights release and amendment agreement (the "**Agreement**") is dated March 31, 2008 and entered into between:

- (1) **SIG Technology AG**, a company limited by shares incorporated under the laws of Switzerland, having its registered office at Laufengasse 18, CH-8212 Neuhausen am Rheinfall, Switzerland and registered in the Commercial Register of the Canton of Schaffhausen with the federal register number CH 160.3.002.649-1 ("**SIG Technology**"), on the one part; and
- (2) **Credit Suisse London Branch** of 1 Cabot Square, London E14 4QJ, United Kingdom acting for itself and as agent and security trustee for and on behalf of the Secured Parties pursuant to and under the Intercreditor Agreement (as defined in the IP Pledge below) (the "**Security Trustee**"); and
- (3) The entities named in Schedule 1 (the "**Finance Parties**"), on the other part.

#### Recitals

- (A) Pursuant to a senior facilities credit agreement dated on May 11, 2007 concluded between, amongst others, (1) Beverage Packaging Holdings (Luxembourg) I S.A. (f/k/a Rank Holdings I S.A.) as the company and original borrower, (2) Beverage Packaging Holdings (Luxembourg) I S.A. (f/k/a Rank Holdings I S.A.), Rank Group Holdings Limited and Beverage Packaging Holdings (Luxembourg) III Sàrl (f/k/a Rank Holdings III Sàrl) as original guarantors, (3) Credit Suisse London Branch as mandated lead arranger, agent, issuing bank and as security trustee and (4) certain financial institutions named therein as lenders (the "**Senior Facilities Agreement**") certain facilities were made available on the terms and conditions thereof.
- (B) In order to secure liabilities due under the Senior Facilities Agreement, SIG Technology and the Security Trustee (acting for itself and for on behalf of the Secured Parties, as defined in the IP Pledge below) entered into an intellectual property rights pledge on November 1, 2007 (the "**IP Pledge**"). Pursuant to the IP Pledge, SIG Technology pledged all its IP Rights (as defined in the IP Pledge) to the Security Trustee (acting for and on behalf of the Secured Parties, as defined in the IP Pledge).
- (C) On January 12, 2008, certain companies belonging to the group of companies which are ultimately held by SIG Holding AG, including amongst others SIG Technology AG, (as sellers; "**SIG Group**") and SIG Holding AG (as sellers' representative) on the one part and Salzgitter Mannesmann PET Technologie GmbH, i. Gr. (as purchaser) and Salzgitter Mannesmann GmbH (as purchaser's guarantor) on the other part, entered into a sale and purchase agreement regarding the sale and transfer of shares in certain SIG companies (the "**Companies**") and other assets, including in particular certain intellectual property rights relating to the SIG beverage packaging solutions business (the "**Beverages IP**") (see Schedule 2) (the "**Sale**" and the "**Sale Agreement**", respectively).
- (D) In the Sale Agreement, reference was made to the existing security interests of the lenders of the SIG Group over certain assets and amongst others over the Beverage IP (the "**Security Interests**"), as provided for pursuant to the Senior Facilities Agree-

ment. The release of the Security Interests was made a condition to the Sale Agreement.

- (E) On January 16, 2008, Beverage Packaging Holdings (Luxembourg) I S.A. (f/k/a Rank Holdings I S.A.) (in its capacity as Obligor's Agent under the Senior Facilities Agreement) sent a letter to Credit Suisse (in its capacity as Agent under the Senior Facilities Agreement) (the "Letter"), requesting it amongst others (a) to permit the Sale, (b) to obtain the approval of the Majority Lenders (as defined in the Senior Facilities Agreement) to the Sale and (c) to permit the release of, amongst others, any security over the Beverage IP. Credit Suisse as Agent for and on behalf of the Lenders (as defined in the Senior Facilities Agreement) agreed to the terms of the Letter and returned an executed copy thereof.
- (F) In accordance with the above, the Lenders (as defined in the Senior Facilities Agreement) have decided and the Security Trustee (acting for itself and for and on behalf of the Secured Parties) and SIG Technology have agreed (i) to release the security created over the Beverage IP under the IP Pledge and to amend the IP Pledge accordingly, and (ii) to amend the entries in the intellectual property registers of the Beverage IP (as described in Clause 2.3 and 2.4 of this Agreement).

## 1. Interpretation and Definitions

Unless defined otherwise herein, capitalized terms and expressions used herein shall have the meaning ascribed to them in the IP Pledge.

## 2. Effective Date

- 2.1 "Effective Date" means the date on which € 129,728,000 or more is received by SIG Holding AG into its bank account with the following details:

Account holder: SIG Holding AG  
Bank: Deutsche Bank, Singen  
Account number: 0089327100  
IBAN: DE63692700380089327100  
Swift: DEUTDE6F692.

## 3. Release and Amendment of the IP Pledge

- 3.1 The Security Trustee (acting for itself and for and on behalf of the Secured Parties) and SIG Technology mutually, irrevocably and unconditionally agree to release each other finally with effect as of the Effective Date of any obligations arising out of or in connection with the IP Pledge as far as such obligations arise out of, in connection with or from pledged Beverage IP (the "Release") and as of the Effective Date the IP Pledge shall be amended accordingly.
- 3.2 Unless otherwise set forth herein, the IP Pledge shall remain in force and not be terminated and all pledged IP Rights (as defined in the IP Pledge) other than the Beverage IP, shall remain pledged according to the terms of the IP Pledge.

- 3.3 This Release includes, but is not limited to, all obligations, representations, warranties and covenants given by the Pledgor under the IP Pledge with respect to the Beverage IP.

#### **4. Release of Beverage IP**

- 4.1 The Security Trustee (acting for itself and for and on behalf of the Secured Parties) shall, subject to the Effective Date having occurred, irrevocably and unconditionally finally release the security over the Beverage IP under the IP Pledge and, with effect as of the Effective Date, the security over the Beverage IP under the IP Pledge herewith is irrevocably and unconditionally released.
- 4.2 The Security Trustee represents and warrants that the Beverage IP is released and delivered free and clear of any lien, encumbrance, charge or third party right created by the Security Trustee and/or any Secured Party.
- 4.3 Upon the Effective Date, SIG Technology shall be entitled to inform all intellectual property rights registers in which the pledge of Beverage IP has been registered pursuant to Clause 2(b) of the IP Pledge, if any, that the pledge of the Beverage IP under the IP Pledge has been released and therefore the register shall be amended accordingly.
- 4.4 If Beverage IP has not yet been registered pursuant to Clause 2(b) of the IP Pledge, such registration shall not be performed.
- 4.5 The Security Trustee (acting for itself and for and on behalf of the Secured Parties) and SIG Technology represent and warrant that it has not registered any pledge of Beverage IP under the IP Pledge with any intellectual property rights registers.

#### **5. Further Assurance**

The Security Trustee and SIG Technology acknowledge and agree that the Security Trustee shall, at the request and cost of SIG Technology, do all such things and execute all such documents as may be reasonably necessary to give effect to the release provided for herein.

#### **6. No Discharge**

This Agreement shall not discharge SIG Technology from any liabilities or obligations to the Security Trustee or any of the other Secured Parties under any of the Finance Documents (as defined in the Senior Facilities Agreement) other than the IP Pledge.

#### **7. Miscellaneous**

- 7.1 This Agreement may not be modified, amended, altered or supplemented, in whole or in part, except by a written agreement signed by SIG Technology and the Security Trustee.
- 7.2 If any provision of this Agreement is found by any competent authority to be void,

invalid or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force. In this event, the Agreement shall be construed, and, if necessary, amended in a way to give effect to, or to approximate, or to achieve a result which is as close as legally possible to the result intended by the provision hereof determined to be void, illegal or unenforceable.

- 7.3 The rights of a party to this Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party. A waiver to pursue any breach of contract by a party shall not operate as a waiver of the respective right or as a waiver to claim any subsequent breach. Any provision of this Agreement may be waived only by a written statement of the waiving party.

## 8. Notices

Any notice required to be given pursuant to this Agreement shall be in writing and in English. Delivery shall be made by registered mail or by an internationally recognized courier that verifies delivery to the relevant address set out below or to such other address of which any party notifies the others pursuant to this provision:

- (1) if to SIG Technology:

**SIG Technology AG**  
Laufengasse 18  
CH-8212 Neuhausen am Rheinfall  
Switzerland  
Fax: + 41 52 674 65 74  
Attention: Head of corporate legal

with copy to:

**Rank Group Limited**  
Level 23, 56 Pitt Street  
Sydney, NSW 2000  
Australia  
Fax: +61 2 9247 3272  
Attention: Helen Golding, Company Secretary/Group Legal Counsel

- (3) if to Security Trustee:

**Credit Suisse London Branch**  
1 Cabot Square  
London E14 4QJ  
United Kingdom  
Fax: +44 207 888 8398  
Attention: Loans Agency, Desmond Yeo / Alexander Lim

**9. Governing Law and Jurisdiction**

9.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland.

9.2 Any and all litigation to which this Agreement may give rise shall be subject to the exclusive jurisdiction of the competent authorities and the Commercial Court of the Canton of Zurich ("*Handelsgericht*"), with reservation of the right of appeal to the Swiss Federal Court in Lausanne. The parties hereto submit hereby to the jurisdiction of said authorities and courts.

**10. Counterparts**

This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

THE FOLLOWING PAGES ARE THE SIGNATURE PAGES

Release and Amendment Agreement

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SIGNATURE PAGE, SECURITY TRUSTEE

CREDIT SUISSE LONDON BRANCH  
*as Security Trustee for itself and on behalf of the Secured Parties*

By: 

Name:

Title:

Garrett Lynskey  
Director



Siobhan McGrady  
Vice President


THE FINANCE PARTIES,  
*represented by CREDIT SUISSE LONDON BRANCH*

By: 

Name:

Title:

Garrett Lynskey  
Director

  
Siobhan McGrady  
Vice President

PATENT


REEL: 022944 FRAME: 0407

Release and Amendment Agreement

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SIGNATURE PAGE SIG TECHNOLOGY

SIG TECHNOLOGY AG

By:   
Name: Robert J. Fisher  
Title:

SCHEDULE I

List of Finance Parties under the Senior Facilities Agreement

1. Credit Suisse, as original lender, as mandated lead arranger, as agent and as issuing bank under the Senior Facilities Agreement;
2. The following Finance Parties:
  - Credit Suisse
  - Alpstar CLO 1 PLC
  - Alpstar CLO 2 PLC
  - Australia and New Zealand Banking Group Limited
  - Avoca CLO III plc
  - Avoca CLO VI plc
  - Avoca CLO VII plc
  - Avoca CLO VIII plc
  - Avoca Credit Opportunities plc
  - Bank of America NA
  - Bank of Scotland, Zweigniederlassung Frankfurt
  - Cadogan Square CLO VII BV
  - Caja De Ahorros Y Monte de Piedad de Madrid
  - Caja Madrid
  - CELF Europe Credit Partners PLC
  - Cheyne Credit Opportunity CDO I BV
  - Cordatus CLO II PLC
  - Cordatus CLO III PLC
  - Credit Suisse Management Syndicated Loan Fund
  - Credit Suisse International
  - Cordatus CLO I PLC
  - Dairadian European CLO I BV
  - Dairadian European CLO IV BV
  - Deutsche Bank AG
  - One Cabot Square, London, E14 4QJ, UK
  - Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands
  - Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands
  - Mainzer Landstrasse 61, 60329 Frankfurt am Main, Germany
  - 5 Harbourmaster place, IFSC, Dublin 1, Ireland
  - 5 Harbourmaster place, IFSC, Dublin 1, Ireland
  - 5 Harbourmaster place, IFSC, Dublin 1, Ireland
  - 5 Harbourmaster place, IFSC, Dublin 1, Ireland
  - 5 Harbourmaster place, IFSC, Dublin 1, Ireland
  - 5 Canada Square, London, E14 5AQ, UK
  - Goetheplatz 4, 60311 Frankfurt, Germany
  - Pamassustoren, Locatellikade 1, 1076 AZ Amsterdam The Netherlands
  - PASEO DE LA CASTELLANA, 189 - 3º 28046 Madrid Spain
  - Plaza de Celenque, no 2 Madrid, Spain
  - Lansdowne House, 57 Berkeley Square, London W1J 6ER
  - Stornoway House, 13 Cleveland Row, London SW1A 1DH
  - 5 Harbourmaster place, IFSC, Dublin 1, Ireland
  - 5 Harbourmaster place, IFSC, Dublin 1, Ireland
  - 11 Madison Avenue, New York, 10011 USA
  - One Cabot Square, London, E14 4QJ, UK
  - 5 Harbourmaster place, IFSC, Dublin 1, Ireland
  - LOCATELLIKADE 1, Amsterdam, The Netherlands
  - LOCATELLIKADE 1, Amsterdam, The Netherlands
  - Winchester House, 1 Great Winchester Street, London EC2N 2DB



Release and Amendment Agreement

Dryden X Euro CLO 2005 plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Dryden XV Euro CLO 2006 plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
DZ Bank AG Deutsche Zentral-Genossenschaftsbank	10 Aldersgate Street, London EC1A 4HJ, UK
Eaton Vance CDO VII Ltd	225 State Street, Boston, Massachusetts, 02109 USA
Eaton Vance CDO X PLC	225 State Street, Boston, Massachusetts, 02109 USA
Eaton Vance Limited Duration Income Fund	225 State Street, Boston, Massachusetts, 02109 USA
GLG Credit Fund	Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands
GLG Market Neutral Fund	Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands
Green Park CDO BV	Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands
Harvest CLO II SA	1, allée Scheffer, L-2520, Luxembourg
Harvest CLO III SA	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Harvest CLO V plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Highlander Euro CDO BV	Parnassustoren, Locatellikade 1, 1076 AZ Amsterdam The Netherlands
Highlander Euro CDO II BV	Parnassustoren, Locatellikade 1, 1076 AZ Amsterdam The Netherlands
Hyde Park CDO BV	Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands
JP Morgan Securities Limited	125 London Wall, London EC2Y 5AJ, UK
KBC Bank NV	11 Old Broad Street, London EC2N 1BR, UK
King's Cross Asset Funding 30 SARL	46A Avenue John F Kennedy, Luxembourg
Landesbank Hessen-Thüringen Girozentrale	MAIN TOWER, Neue Mainzer Str. 52-58 60311 Frankfurt, Germany
Laurelin BV	330 Park Avenue, New York 10022, USA
Laurelin II BV	330 Park Avenue, New York 10022, USA
Laurelin III BV	330 Park Avenue, New York 10022, USA
Lehman Commercial Paper Inc	25 Bank Street, London E14 5LE
Mercator CLO II Plc	c/o Investors Fund Services; Block D, Iveagh Court; Harcourt Road; Dublin 2, Ireland.
Mercator CLO III Plc	c/o Investors Fund Services; Block D, Iveagh Court; Harcourt Road; Dublin 2, Ireland.
MetLife Insurance Company of Connecticut	10 Park Avenue, Morristown, NJ 07962, USA
Harvest CLO IV plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Mizuho Corporate Bank, Ltd	Bracken House, One Friday Street, London, EC4M 9JA, UK
Morgan Stanley Bank International Ltd	25 Cabot Square, London, UK
Nash Point CLO	85 Merrion Square, Dublin 2, Ireland
Nash Point CLO III BV	Devonshire House, Mayfair Place, London W1J 8AJ

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Release and Amendment Agreement

Nash Point II CLO	85 Merrion Square, Dublin 2, Ireland
Neptuno CLO I BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Neptuno CLO II BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Neptuno CLO III BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Mercator CLO I Plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Oak Hill European Credit Partners I plc	c/o Oak Hill Advisors (Europe) LLP, 1114 Avenue of the Americas, 27th Floor, New York 10036, USA
Oak Hill European Credit Partners II plc	c/o Oak Hill Advisors (Europe) LLP, 1114 Avenue of the Americas, 27th Floor, New York 10036, USA
OCM European Credit Opportunities	27 Knightsbridge, London SW1X 7LY, UK
Rabobank International	Solmsstrasse 83, D-60486 Frankfurt A.M. Germany
Race Point III CLO	PO Box 1093-61, Queensgate House, South Church Street, Grand Cayman, Cayman Islands
Regent's Park CDO BV	Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands
Allie Street Investments Limited	5 Canada Square, London, E14 5AQ, UK
Senior Debt Portfolio	255 State Street, Boston, Massachusetts, 02109 USA
St. James's Park CDO BV	Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands
Static Loan Funding 2007-1 Limited	85 Merrion Square, Dublin 2, Ireland
Sumitomo Mitsui Banking Corporation	99 Queen Victoria Street, London EC4V 4EH, UK
WestLB AG London Branch	Woolgate Exchange, 25 Basinghall St, London EC2V 5HA, UK

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## SCHEDULE 2

## List of Sold IP Rights

SIG Technology AG	P.8223	29.07.99	Lead through		EP (BE, GB, DE, FR, IT, NL, ES, SE)	EP 1 200 313
SIG Technology AG	P.8201	15.10.99	PET sterilization	JP	EP (DE, BE, DK, FI, FR, IE, IT, NL, AT, SE, ES, CH, GB)	EP 1 220 787
SIG Technology AG	KC 119	04.04.02	Blockmaschine - steuer- bares Übergabrad	DE	EU (DE, FR, IT)	102 14 787.6 EP 1 350 612
SIG Technology AG	KC 128	27.07.02	Wendezangen	DE, JP	EU (DE, FR)	DE 102 34 374.8 EP 1 507 723
SIG Technology AG	KC 134	24.04.03	Blasformverriegelung	DE	EU (DE, FR, IT, CH, AT)	103 18 556.9 EP 1 473 139
SIG Technology AG	KC 139	04.10.03	kompaktes Blasrad	DE, CN	EU (DE, FR, IT, AT, CH, GB, ES, PL)	103 46 089.6 EP 1 520 681 2004 10075740.8

Release and Amendment Agreement

SIG Technology AG	KC 140	21.11.03	Schwenkregel der Blasstation	DE	EU (DE, FR, IT, AT)	103 54 506.9 EP 1 535 719
SIG Technology AG	KC 145	29.11.03	Ventilanordnung an der Blasstation	DE	EU (DE, FR, IT, AT)	103 55 365.7 EP 1 535 720
SIG Technology AG	PLX 05	15.05.2002	Halterungshülse	DE, JP	EU, USA,	DE 102 21 461 EP 1 391 535 US 6,958,097

SCHEDULE 2

IP Rights owned by SIG Technology AG

[see following 3 pages]





