

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Hilex Poly Co. LLC	12/17/2009

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	350 South Beverly Drive, Suite 200
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90212

PROPERTY NUMBERS Total: 29

Property Type	Number
Patent Number:	4995860
Patent Number:	5074674
Patent Number:	5207368
Patent Number:	5335788
Patent Number:	5362152
Patent Number:	5421803
Patent Number:	5562580
Patent Number:	5626550
Patent Number:	5667173
Patent Number:	5690229
Patent Number:	5845779
Patent Number:	5881882
Patent Number:	5924573
Patent Number:	5941393
Patent Number:	5979841

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Patent Number:	6264035
Patent Number:	6286681
Patent Number:	6401971
Patent Number:	6446811
Patent Number:	D396636
Patent Number:	D505036
Patent Number:	D547580
Patent Number:	D552901
Application Number:	61186696
Application Number:	10760925
Application Number:	11237472
Application Number:	61083731
Application Number:	61145838
Application Number:	12506756

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2698
Email: magdalini.rizakos@lw.com
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
Address Line 1: 233 South Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
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Total Attachments: 7
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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (the "Patent Security Agreement"), dated as of December 17, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of December 17, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Hilex Poly Co. LLC (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

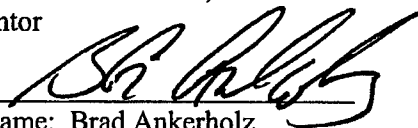
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

HILEX POLY CO. LLC,
as Grantor

By: 
Name: Brad Ankerholz
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

[Signature Page to Amended and Restated Patent Security Agreement]

PATENT
REEL: 023668 FRAME: 0310

IN WITNESS WHEREOF, each 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.

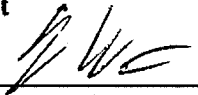
Very truly yours,

HILEX POLY CO. LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:  _____
Name: Eric Watson
Title: Duly Authorized Signatory

SCHEDULE I
TO
AMENDED AND RESTATED PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Company	Country	Title	Application No.	Patent No.	Filing Date	Issue Date
Hilex Poly Co. LLC	USA	Easy Opening Bag Pack and Supporting Rack System and Fabricating Method	07/510,730	4,995,860	4/18/1990	2/26/1991
Hilex Poly Co. LLC	USA	Thermoplastic Bag	07/623,290	5,074,674	12/6/1990	12/24/1991
Hilex Poly Co. LLC	USA	Dispensing Apparatus For Plastic Bags	07/746,3216	5,207,368	8/16/1991	5/4/1993
Hilex Poly Co. LLC	USA	Self-Opening Polyethylene Bag Stack and Process for Producing Same	07/859,037	5,335,788	3/27/1992	8/9/1994
Hilex Poly Co. LLC	USA	T-Shirt Type Plastic Bag For Carrying Hot Food	08/126,274	5,362,152	9/24/1993	11/8/1994
Hilex Poly Co. LLC	USA	Method of Fabricating Packs of Self Opening Plastic Bags	08/237,601	5,421,803	5/2/1994	6/6/1995
Hilex Poly Co. LLC	USA	Self-Opening Polyethylene Bag Stack and Process for Producing Same	08/193,386	5,562,580	2/8/1994	10/8/1996
Hilex Poly Co. LLC	USA	Easy Dispense T-Shirt Bags	08/130,310	5,626,550	10/1/1993	5/6/1997

Company	Country	Title	Application No.	Patent No.	Filing Date	Issue Date
Hilex Poly Co. LLC	USA	A Compact Rack Construction For Mounting T-Shirt Type Plastic Bag	08/558,963	5,667,173	11/13/1995	9/16/1997
Hilex Poly Co. LLC	USA	Easy Dispense T-Shirt Bags	08/747,366	5,690,229	11/12/1996	11/25/1997
Hilex Poly Co. LLC	USA	T-Shirt Type Plastic Bag Pack Adapted To Leave No Residue On A Supporting Rack	08/674,893	5,845,779	7/3/1996	12/8/1998
Hilex Poly Co. LLC	USA	Plastic Bag Pack Adapted To Leave No Residue On A Supporting Rack	09/064,454	5,881,882	4/22/1998	3/16/1999
Hilex Poly Co. LLC	USA	Easy Dispense Plastic Bag Dispensing System	08/785,859	5,924,573	1/20/1997	7/20/1999
Hilex Poly Co. LLC	USA	Easy opening plastic bag pack of the star-seal type	09/121,804	5,941,393	7/23/1998	8/24/1999
Hilex Poly Co. LLC	USA	Easy dispense Plastic Merchandise Bag Dispenser	08/948,769	5,979,841	10/10/1997	11/9/1999
Hilex Poly Co. LLC	USA	Dispenser for Merchandise Bags	09/207,013	6,264,035	12/7/1998	7/24/2001
Hilex Poly Co. LLC	USA	Ventilated Plastic Bag	09/559,951	6,286,681	4/27/2000	9/11/2001
Hilex Poly Co. LLC	USA	Bag Storage and Dispensing System	09/688,364	6,401,971	10/12/2000	6/11/2002
Hilex Poly Co. LLC	USA	Self-Opening Serially-Arranged Plastic Bag Pack of the Star-Seal Type	09/749,057	6,446,811	12/27/2000	9/10/2002

Company	Country	Title	Application No.	Patent No.	Filing Date	Issue Date
Hilex Poly Co. LLC	USA	Nozzle For A Plastic Bag Dispenser	29/061,218	D396636	10/18/1996	8/4/1998
Hilex Poly Co. LLC	USA	Dispensing Apparatus for Plastic Bags	29/205,362	D505,036	5/13/2004	5/17/2005
Hilex Poly Co. LLC	USA	Dispensing Apparatus for Plastic Bags	29/234,555	D547,580	7/20/2005	7/31/2007
Hilex Poly Co. LLC	USA	Rack System	29/266,783	D552,901	9/28/2006	11/16/2007

2. PATENT APPLICATIONS

Hilex Poly Co. LLC	USA	Consumer Bags and Process of Manufacture (C-fold)	61186696		1/12/2009	PENDING
Hilex Poly Co. LLC	USA	Dispensing Apparatus for Plastic Bags	10/760,925		1/20/2004	PENDING
Hilex Poly Co. LLC	USA	Dispensing Apparatus for Plastic Bags	11/237,472		9/28/2005	PENDING
Hilex Poly Co. LLC	USA	Reusable Shopping Bag	61/083,731 61/145,838 12506756		7/25/2008 1/16/2009 7/21/2009	PENDING