## THE THE TRUE TO THE TENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Printpack Illinois, Inc.	01/29/2010

### **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association		
Street Address:	201 Third Street, 8th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		

#### PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	D465650
Patent Number:	D453094
Patent Number:	6391411
Patent Number:	5359454
Patent Number:	5034074
Patent Number:	5160391
Patent Number:	5240133
Patent Number:	5164208
Patent Number:	5838466
Patent Number:	6533884
Patent Number:	5089320
Patent Number:	5382472
Patent Number:	D485078
Patent Number:	D465154
Patent Number:	7219483
	PATENT

REEL: 023882 FRAME: 0737

Patent Number:	D597856
Application Number:	11681511
Application Number:	12346204
Application Number:	12348980
Application Number:	12488849
Application Number:	61222392
Application Number:	12570520
Application Number:	12136287

#### **CORRESPONDENCE DATA**

Fax Number: (704)350-7800

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704.350.7738

Email: bsmith@winston.com

Correspondent Name: Betty G. Smith

Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.

Address Line 2: 22nd Floor

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	250056.07008	
NAME OF SUBMITTER:	Betty G. Smith	

#### Total Attachments: 4

source=Printpack Illinois, Inc. - Patent Security Agreement#page1.tif source=Printpack Illinois, Inc. - Patent Security Agreement#page2.tif source=Printpack Illinois, Inc. - Patent Security Agreement#page3.tif source=Printpack Illinois, Inc. - Patent Security Agreement#page4.tif

PATENT REEL: 023882 FRAME: 0738

#### PATENT SECURITY AGREEMENT

Patent Security Agreement (this "Agreement") dated as of January 29, 2010 by and between PRINTPACK ILLINOIS, INC., an Illinois corporation (the "Grantor"), having its chief executive office at 1400 Abbott Drive, Elgin, Illinois 60123, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 201 Third Street, 8<sup>th</sup> Floor, San Francisco, California 94103, for the ratable benefit of the Secured Parties as defined in that certain Credit Agreement, dated as of January 29, 2010 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Printpack Holdings, Inc., a Delaware corporation, as Borrower (the "Borrower"), the banks and other financial institutions from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of January 29, 2010 by and among the Borrower, certain of its Subsidiaries party thereto, including the Grantor, and the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Patent of the Grantor, including, without limitation, each Patent described on Schedule A;
- (ii) all claims by the Grantor against third parties for past, present or future infringement of any Patent including, without limitation, any Patent listed on <u>Schedule A</u>; and
  - (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature Pages Follow]

CHL:30831.2

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

PRINTPACK ILLINOIS, INC., as Grantor

By: David Kenny

Title: Vice President

**ACKNOWLEDGMENT** 

STATE OF Neoyia

COUNTY OF Cobb

I, Reta L. Benfield, a Notary Public for said County and State, do hereby certify that David Kenny personally appeared before me this day and stated that (s)he is Vice President of Bringpark and acknowledged, on behalf of Bringpark the due execution of the foregoing instrument.

Witness my hand and official seal, this 20 day of January, 2010.

Teta L. Benfield
Notary Public

My commission expires:

Notary Public

<u>Douglas County, Georgia</u>

My Commission Expires

November 8, 2010

[Patent Security Agreement - Printpack Illinois, Inc.]

PATENT REEL: 023882 FRAME: 0740 Agreed and Accepted as of the 29th day of January, 2010.

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Administrative Agent

Name

Title:

[Patent Security Agreement - Printpack Illinois, Inc.]

REEL: 023882 FRAME: 0741

# Schedule A to Patent Security Agreement

# **PATENTS**

Patent Number	Issued	Expires	Invention Title
D465,650	19-Nov-02	19-Nov-16	Stand-up Flexible Pouch
D453,094	29-Jan-02	29-Jan-16	HOT-FILL CONTAINER
6,391,411	21-May-02	03-Jun-19	Machine Direction Oriented High Molecular Weight, High Density Polyethylene Films With Enhanced Water Vapor Transmission Properties
0,571,411	21-Way-02	03-3411-19	Apparatus for Providing Autosterioscopic and Dynamic
5,359,454	25-Oct-94	18-Aug-12	Images
5,034,074	23-Jul-91	29-Jan-10	METHOD FOR FORMATION OF A PEELABLE LID
	,	·	METHOD FOR THE FORMATION OF A CLAMPED
5,160,391	03-Nov-92	15-Apr-11	WAVE SEAL STRUCTURE
5,240,133	31-Aug-93	15-Apr-11	CLAMPED-WAVE LID SEAL STRUCTURE
5,164,208	17-Nov-92	15-Apr-11	APPARATUS FOR THE FORMATION OF A CLAMPED WAVE LID SEAL STRUCTURE
5,838,466	17-Nov-98	13-Dec-16	Hidden Holograms and Uses Thereof
6,533,884	18-Mar-03	02-Feb-21	Method and System for Extrusion Embossing
5,089,320	18-Feb-92	09-Nov-10	RESEALABLE PACKAGING MATERIAL
5,382,472	17-Jan-95	28-May-11	RESEALABLE PACKAGING MATERIAL
D485,078	13-Jan-04	13-Jan-18	Design of Package Simulating Asian Rice Paper
D465,154	05-Nov-02	05-Nov-16	Container
7,219,483	22-May-07	29-May-22	Heat Seal Die and Method for Portion Control Sized Packaging
D 597,856	11-Aug-09	11-Aug-23	Flexible Stand-Up Pouch

# PATENT APPLICATIONS

Owner	Application No.	Filing Date	Invention Title
Printpack Illinois,		02-Mar-	Packaging for Food and Process for Packaging Food and
Inc.	11/681,511	07	Food Compositions
Printpack Illinois,		30-Dec-	
Inc.	12/346,204	08	Flexible Package with Stress Riser Opening
Printpack Illinois,			Reclosable Container with Resealable Flexible Cover and
Inc.	12/348,980	06-Jan-09	Method for Manufacturing the Same
Printpack Illinois,			_
Inc.	12/488,849	22-Jun-09	A Flexible Container and Method of Making the Same
Printpack Illinois,			Heat Seal Die with Compressible Heat Seal Members and
Inc.	61/222,392	01-Jul-09	Methods of Use Thereof
Printpack Illinois,		30-Sep-	
Inc.	12/570,520	09	Methods and Systems for Thermoforming with Billets
Printpack Illinois,			
Inc.	12/136,287	10-Jun-08	Packing Article, A Wrapped Ream of Paper, and Methods

[Schedule to Patent Security Agreement—Printpack Illinois, Inc.]

LEGAL02/31723194v1

**RECORDED: 02/03/2010** 

**PATENT REEL: 023882 FRAME: 0742**