

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
PVC Container Corporation	02/16/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Madison Capital Funding LLC, as agent
Street Address:	30 S Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	D376760
Patent Number:	D510872
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(312)558-5700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3125586352
Email:	lkonrath@winston.com
Correspondent Name:	Laura Konrath
Address Line 1:	35 West Wacker Drive
Address Line 2:	Winston & Strawn LLP
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	6737-122
NAME OF SUBMITTER:	Laura Konrath

Total Attachments: 5  
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**PATENT**  
**REEL: 023973 FRAME: 0926**

**CH \$80.00 D376760**

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**PATENT SECURITY AGREEMENT**

WHEREAS, PVC Container Corporation, a Delaware corporation (herein referred to as "Grantor"), owns the Patents listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of February 16, 2010 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, Pretium Packaging, L.L.C., Pretium Canada Company, Robb Container Corp., Airopak Corporation and Novapak Corporation (each, a "Borrower" and collectively the "Borrowers") the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of February 16, 2010 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 1 hereto; and

(ii) all proceeds of and products of the foregoing, including, without limitation, all proceeds of and products of any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 hereto.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

DOC ID-11070164.1

CHI:2363360.2

This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 16 day of February, 2010.

PVC CONTAINER CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

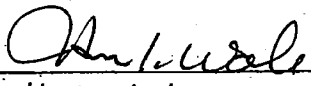
Title: \_\_\_\_\_

[Signature Page to Patent Security Agreement]

PATENT  
REEL: 023973 FRAME: 0930

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC,  
as Agent**

By:   
Name: *Hugh Wade*  
Title: *Senior Managing Director*

[Signature Page to Patent Security Agreement]

**PATENT  
REEL: 023973 FRAME: 0931**

**SCHEDULE 1**  
**to**  
**Patent Security Agreement**

<b>Country</b>	<b>Title</b>	<b>Patent Registration Number</b>	<b>Registration Date</b>	<b>Patent Application Number</b>	<b>Application Date</b>
U.S.	Bottle	D376760	3/22/94	29022103	11/23/1992
U.S.	Universal container for chemical transportation	D510872	10/25/05	29162380	06/14/2002
Canada	Universal container for chemical transportation	N/A	N/A	2432356	06/13/03

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