

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Cloud Packaging Solutions LLC	06/28/2010
<b>RECEIVING PARTY DATA</b>	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
<b>PROPERTY NUMBERS Total: 7</b>	
Property Type	Number
Patent Number:	6269616
Patent Number:	6212859
Patent Number:	5699653
Patent Number:	5605183
Patent Number:	5549144
Patent Number:	5094657
Patent Number:	5617706
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(312)577-4688
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8416
Email:	carole.dobbins@kattenlaw.com
Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	207170-00292

CH \$280.00 6269616

**501218201**

**PATENT**  
**REEL: 024599 FRAME: 0645**

NAME OF SUBMITTER:

Carole Dobbins

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 28, 2010, is made by Cloud Packaging Solutions LLC, a Delaware limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of June 28, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty, Pledge and Security Agreement dated August 11, 2008 (joined by Grantor pursuant to that certain Joinder to Guaranty, Pledge and Security Agreement, dated the date hereof) in favor of the Agent (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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 the 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 Borrowers thereunder, the Grantor hereby agrees with the 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. The 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 the Agent for the benefit of the Secured Parties, and grants to the 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;

1. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

2. 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 the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. The 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, the 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,

**CLOUD PACKAGING SOLUTIONS**  
LLC, a Delaware limited liability company  
as Grantor

By:   
Name: David Finch  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

PATENT SECURITY AGREEMENT

IN WITNESS WHEREOF, the 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,

**CLOUD PACKAGING SOLUTIONS**  
LLC, a Delaware limited liability company  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Agent

By: Brian Sommerfeld  
Name: Brian E. Sommerfeld  
Title: Duly Authorized Signatory

PATENT SECURITY AGREEMENT

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

TITLE	PATENT NO.	APPL. NO.	FILING DATE	ISSUE DATE	COUNTRY
Pouch Machine for Making Variably-Sized Pouches	6,269,616	09/411,696	10/01/1999	08/07/2001	US
Packaging Machine with Rotary Top Sealer	6,212,859	09/081,118	05/19/1998	04/10/2001	US
Pouch Machine for Making Maximum Volume Pouch	5,699,653	08/553,840	11/06/1995	12/23/1997	US
Multi-Flavor Distribution Deck for Pouch Packaging Machine	5,605,183	08/573,872	12/18/1995	02/25/1997	US
Compression Filler for Aeratable Powders	5,549,144	08/385,048	02/07/1995	08/27/1996	US
Method and Apparatus for Continuously forming and Sealing Low Density Polyethylene Bags at High Speed	5,094,657	07/620,138	11/29/1990	03/10/1992	US
Accumulator and Collator for Packaging Apparatus	5,617,706	08/507,931	11/17/1995	03/03/1998	US
Forming, Filling, and Sealing Apparatus and Method	69013303	90870238.4	12/04/1990	10/12/1994	Germany
Forming, Filling, and Sealing Apparatus and Method	0432126	90870238.4	12/04/1990	10/12/1994	Italy
Forming, Filling, and Sealing Apparatus and Method	0432126	90870238.4	12/04/1990	10/12/1994	United Kingdom

2. PATENT APPLICATIONS

N/A

3. IP LICENSES

- (a) In connection with transfer of Grantor's membership interests in certain of its subsidiaries to MP Solutions, Grantor will license to MP Solutions the right use certain intellectual property and other assets as described in that certain License Agreement among the Grantor, Toll Packaging Services LLC and MP Solutions
- (b) Sublicense Agreement among Cloud Corporation (as predecessor-in-interest to Grantor), Frontplan Corporation and Frontstep Solutions Group, Inc. dated April 30, 2001