## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest recorded at Reel/Frame 012025/0169

#### **CONVEYING PARTY DATA**

Name	Execution Date
JPMorgan Chase Bank, National Association (formerly, The Chase Manhattan Bank)	06/16/2010

#### **RECEIVING PARTY DATA**

Name:	North America Packaging Corporation
Street Address:	4101 Lake Boone Trail, Suite 201
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27607

## PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	5536161
Patent Number:	5897823
Patent Number:	5873484
Patent Number:	D374822
Patent Number:	5328047
Patent Number:	5622280
Patent Number:	6435384
Patent Number:	6279774

## **CORRESPONDENCE DATA**

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PATENT 501263430 REEL: 024838 FRAME: 0237

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ATTORNEY DOCKET NUMBER:	34231-662 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
Total Attachments: 5 source=JPMorgan-Nampac Release#page1.tif source=JPMorgan-Nampac Release#page2.tif source=JPMorgan-Nampac Release#page3.tif source=JPMorgan-Nampac Release#page4.tif source=JPMorgan-Nampac Release#page5.tif			

**Execution Copy** 

## RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release"), dated August 12, 2010 and effective as of June 16, 2010, is made by JPMorgan Chase Bank, National Association (formerly, The Chase Manhattan Bank), with an office at 270 Park Avenue, New York, New York 10017 ("Agent"), in favor of North America Packaging Corporation, a Delaware corporation, with an office at 4101 Lake Boone Trail, Suite 201, Raleigh, North Carolina 27607 ("Debtor"). Capitalized terms used but not defined herein shall have the meaning given to them in the Security Agreement or Credit Agreement (both as defined below).

WHEREAS, pursuant to that certain Patent Security Agreement by and between Agent and Debtor dated June 28, 2001 (the "Patent Security Agreement"), and that certain Security Agreement (Personal Property) by and between Agent and Debtor dated June 28, 2001 (the "Security Agreement"), Debtor granted to Agent a continuing security interest in all of Debtor's right, title and interest in and to the Patent Collateral (as defined in the Patent Security Agreement), whether presently existing or hereafter arising or acquired, including, without limitation, the United States patents set forth on Schedule A attached hereto, the foreign patents and patent applications set forth on Schedule B attached hereto and the patent licenses set forth on Schedule C attached hereto;

WHEREAS, Debtor and Agent entered into the Patent Security Agreement pursuant to that certain Credit Agreement by and among Debtor, Agent, and Lenders (as defined in the Patent Security Agreement) dated June 28, 2001 (the "Credit Agreement");

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on July 30, 2001, at Reel/Frame 012025/0169; and

WHEREAS, the Secured Obligations have been satisfied, (other than any contingent or indemnification obligations which by the terms of the Credit Agreement survive repayment of loans thereunder), and the requirements of the Credit Agreement for discharge of the liens in the Patent Collateral have been satisfied.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates the Patent Security Agreement, the Security Agreement, and the Credit Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Patent Collateral thereunder.

The parties hereto agree that, at any time and from time to time upon written request of the other party, each party will execute and deliver such documents and do such further acts as may be reasonably requested by the other party in order to effect the purpose of this Release.

\* \* \* \*

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the date hereof.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

(formerly, The Chase Manhattan Bank)

Name: DARYL W. WOOLDROOF

Title: EXE CUTIVE DIRECTOR

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## SCHEDULE A

## **U.S. PATENTS**

Patent No.	Issue Date	Title
5536161	7/16/1996	Double lock pail mold
5897823	4/27/1999	Method of forming a plastic container and the plastic container component formed by the method
5873484	2/23/1999	Cover locking mechanism
D374822	10/22/1996	Container closure
5328047	7/12/1994	Double locking pail and cover for regulated materials
5622280	4/22/1997	Method and apparatus for sealing an open head drum
6435384	8/20/2002	Plastic container component and method for forming the same
6279774	8/28/2001	Cover locking mechanism

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# SCHEDULE B FOREIGN PATENTS AND PATENT APPLICATIONS

Country	Patent No.	Issue Date
Australia	719789	5/18/2000

Country	Application No.	Filing Date
European Patent	97109955.1	6/18/1997
Canada	2204590	5/6/1997
Canada	2122532	4/29/1994

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## **SCHEDULE C**

## **PATENT LICENSES**

- 1. License Agreement between Rieke Corporation and Southcorp Packaging USA, Inc., dated effective March 24, 1997, and Addendum to License Agreement dated effective August 13, 1988.
- 2. License Agreement between United States Container Corporation and North America Packaging, predecessor in interest to Southcorp Packaging USA, dated effective Sept. 22, 1995.

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