

**PATENT ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	<b>NEW ASSIGNMENT</b>
<b>NATURE OF CONVEYANCE:</b>	Patent Security Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Hilex Poly Co. LLC	11/19/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Deutsche Bank Trust Company Americas, as security agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>PROPERTY NUMBERS Total: 29</b>	
<b>Property Type</b>	<b>Number</b>
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
Patent Number:	6264035

**501357616**

**PATENT**  
**REEL: 025411 FRAME: 0601**

OP \$1160.00 5074674

Patent Number:	6286681
Patent Number:	6401971
Patent Number:	6446811
Patent Number:	D396636
Patent Number:	D505036
Patent Number:	D547580
Patent Number:	D552901
Patent Number:	7624881
Application Number:	12813695
Application Number:	11237472
Application Number:	61083731
Application Number:	61145838
Application Number:	12506756
Application Number:	12845503

#### CORRESPONDENCE DATA

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2128198200  
 Email: fcutajar@whitecase.com  
 Correspondent Name: White & Case LLP  
 Address Line 1: 1155 Avenue of the Americas  
 Address Line 2: Patents & Trademarks  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0586
-------------------------	--------------

NAME OF SUBMITTER:	Frances B. Cutajar
--------------------	--------------------

Total Attachments: 7  
 source=HilexToDBTCAPatentSecurityAgreement19Nov10#page1.tif  
 source=HilexToDBTCAPatentSecurityAgreement19Nov10#page2.tif  
 source=HilexToDBTCAPatentSecurityAgreement19Nov10#page3.tif  
 source=HilexToDBTCAPatentSecurityAgreement19Nov10#page4.tif  
 source=HilexToDBTCAPatentSecurityAgreement19Nov10#page5.tif  
 source=HilexToDBTCAPatentSecurityAgreement19Nov10#page6.tif  
 source=HilexToDBTCAPatentSecurityAgreement19Nov10#page7.tif

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Patent Security Agreement"), dated as of November 19, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Deutsche Bank Trust Company Americas, as security agent (in such capacity, together with its successors and permitted assigns, the "Security Agent") for the Secured Creditors (as defined in the Guaranty and Security Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 19, 2010 (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 from time to time party thereto and Deutsche Bank Trust Company Americas, as administrative agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of November 19, 2010 in favor of the Security Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured 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 Security Agent and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Security 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 the Security Agent for the benefit of the Secured Creditors, and grants to the Security Agent for the benefit of the Secured Creditors 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, 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 the Security Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Security 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 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.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Security Agent pursuant to this Patent Security Agreement in any ABL Priority Collateral and the exercise of any right or remedy by the Security Agent with respect to any ABL Priority Collateral hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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: Stan Bikulege

Title: President & Chief Executive Officer

ACCEPTED AND AGREED

as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Security Agent

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

Name:

Title:

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

Name:

Title:

*Signature Page to Patent Security Agreement*

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:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Security Agent

By:   
Name: Erin Morrissey  
Title: Vice President

By:   
Name: Enrique Landaeta  
Title: Vice President

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

REGISTERED PATENTS

Company	Country	Title	Application No.	Patent No.	Filing Date	Issue Date
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	07/746,316	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
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

Company	Country	Title	Application No.	Patent No.	Filing Date	Issue Date
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
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



Company	Country	Title	Application No.	Patent No.	Filing Date	Issue Date
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
Hilex Poly Co. LLC	USA	Dispensing Apparatus for Plastic Bags	10/760,925	7,624,881	1/20/2004	12/1/2009
Hilex Poly Co. LLC	USA	Consumer Bags and Process of Manufacture (C-fold)	12/813,695		6/11/2010	PENDING

## PATENT APPLICATIONS

Company	Country	Title	Application No.	Filing Date	Issue Date
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
Hilex Poly Co, LLC	USA	Dispenser and Dispensing Systems for Bags	12/845,503	7/28/2010	PENDING