

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TECHPACK AMERICA, INC.	12/17/2010
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	4720 Piedmont Row Drive
Internal Address:	Suite 300
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28210
PROPERTY NUMBERS Total: 25	
Property Type	Number
Patent Number:	5357987
Patent Number:	5437294
Patent Number:	5951185
Patent Number:	6231256
Patent Number:	6290103
Application Number:	09420762
Patent Number:	6331085
Patent Number:	7163016
Patent Number:	6394678
Patent Number:	6176395
Patent Number:	6257450
Patent Number:	6347726
Patent Number:	6846443
Application Number:	11039553

501383331

PATENT
REEL: 025523 FRAME: 0611

CH \$1000.00 5357987

Patent Number:	6615883
Patent Number:	7204381
Patent Number:	D389064
Patent Number:	D525526
Patent Number:	D442090
Patent Number:	D447060
Patent Number:	D454780
Patent Number:	D504613
Patent Number:	D496861
Patent Number:	D533453
Patent Number:	0520873

CORRESPONDENCE DATA

Fax Number: (213)830-8743

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

Phone: 213-680-6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: Kimberley A. Lathrop

Address Line 1: Bingham McCutchen LLP

Address Line 2: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3008309.352595
-------------------------	----------------

NAME OF SUBMITTER:	Kimberley A. Lathrop
--------------------	----------------------

Total Attachments: 8

source=Patent Security Agreement#page1.tif

source=Patent Security Agreement#page2.tif

source=Patent Security Agreement#page3.tif

source=Patent Security Agreement#page4.tif

source=Patent Security Agreement#page5.tif

source=Patent Security Agreement#page6.tif

source=Patent Security Agreement#page7.tif

source=Patent Security Agreement#page8.tif

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 17th day of December, 2010, by the Grantor listed on the signature pages hereof ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of December 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor, certain of its affiliates, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those U.S. patents and U.S. published patent applications referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not

they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new U.S. patents, U.S. published patent applications or Licenses for Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations.

Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, 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.

GRANTOR:

TECHPACK AMERICA INC.,
a Delaware corporation

By: 

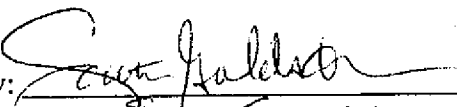
Name: Joss Valentin M.F. Filipe

Title: President and COO

Signature Page to Patent Security Agreement

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: SCOTT GOLDSTEIN
Title: V.P.

Signature Page to Patent Security Agreement

PATENT
REEL: 025523 FRAME: 0617

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Patent (CIP)	Title	Country	Filing date	Filing number	Registration date	Registration number	Current Registered Owner (1)	Current legal owner (2)	Assignment record status (to TECHPACK AMERICA INC.)
Patent (CIP)	COSMETICS BRUSH WITH DISCONTINUOUS BRISTLE FACE	USA	03/02/93	08/012 740	23/10/94	5 357 957	TECHPACK AMERICA INC.	TECHPACK AMERICA INC.	Complete
Patent	COMPACT WITH ROTATABLE PANEL IN BASE AND/OR COVER	USA	04/03/93	08/027 207	01/08/95	5 437 294	TECHPACK AMERICA INC.	TECHPACK AMERICA INC.	Complete
Patent	FLUID MATERIAL DISPENSER	USA	22/01/88	08/010 850	14/09/89	5 951 185	TECHPACK AMERICA INC.	TECHPACK AMERICA INC.	Complete
Patent (Continuation)	FLUID MATERIAL DISPENSER	USA	19/07/89	09/358 438	15/05/01	6 231 255	TECHPACK AMERICA INC.	TECHPACK AMERICA INC.	Complete
Patent	COLLAPSIBLE CAP MECHANISM FOR SHIELDING PUMP ACTUATOR AND LIQUID MATERIAL- DISPENSING CONTAINER INCLUDING THE SAME	USA	13/09/89	09/394 851	18/08/01	6 280 103	TECHPACK AMERICA INC.	TECHPACK AMERICA INC.	Complete
Patent application	MASCARA BRUSH WITH SQUARE CROSS-SECTIONAL PROFILE	USA	18/10/89	09/420 782			TECHPACK AMERICA INC.	TECHPACK AMERICA INC.	Complete
Patent	CONTAINER-APPLICATOR SYSTEM FOR MATERIAL FOR THE SKIN	USA	10/08/00	09/636 017	18/12/01	6 331 065	TECHPACK AMERICA INC.	TECHPACK AMERICA INC.	Complete
Patent	MATERIAL DISPENSER WITH APPLICATOR	USA	18/01/01	08/785 132	16/01/07	7 163 016	TECHPACK AMERICA INC.	TECHPACK AMERICA INC.	Complete

Patent	ZONED MASCARA BRUSH AND PACKAGE INCLUDING THE BRUSH	USA	20/02/01	09/788,749	28/05/02	6,394,678	TECHPACK AMERICA INC.	TECHPACK AMERICA INC	Complete
Patent	DUAL DISPENSE CONTAINER	USA	21/04/99	09/295,824	23/01/01	6,176,395	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
Patent	DUAL DISPENSE CONTAINER HAVING CLOVERLEAF ORIFICE	USA	21/04/99	09/295,825	10/07/01	6,257,450	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
Patent (CIP)	DUAL DISPENSE CONTAINER HAVING CLOVERLEAF ORIFICE	USA	28/11/00	09/724,357	19/02/02	6,347,726	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
Patent (PCT)	IMPROVED CONTAINER AND METHOD AND APPARATUS FOR FORMING THE CONTAINER	USA	15/08/00	10/220,527	23/01/05	6,946,443	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
Div.appl. of patent (PCT)	IMPROVED CONTAINER AND METHOD AND APPARATUS FOR FORMING THE CONTAINER	USA	20/01/05	11/039,563			PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
Patent	CONTAINER HAVING SPLINES AND METHOD FOR USING SAME	USA	19/03/02	10/101,022	09/09/03	6,615,863	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
Patent	WATERGUARD TUBE	USA	04/04/02	10/116,365	17/04/07	7,204,381	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending

Patent Designs

Title	Kind	Country	Filing or first invention date (dd/mm/yy)	Filing or renewal number	Registration date (dd/mm/yy)	Registration number	Current registered owner (1)	Current legal owner (2)	Assignment recorded status (to TECHPACK AMERICA INC.)
BOTTLE	Design	USA	06/10/94	28/028543	13/01/98	D389064	AMERICAN NATIONAL CAN COMPANY	TECHPACK AMERICA INC	Pending
CAP FOR TUBULAR DISPENSER	Design	USA	23/11/05	28/243400	25/07/08	D525,526	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
STRIP EJECTION CLOSURE (DESIGN)	Design	USA	28/03/00	28/120932	15/05/01	D442090	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
CONTAINER	Design	USA	06/04/00	28/121544	28/08/01	D447060	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
CONTAINER	Design	USA	06/04/00	28/121543	28/03/02	D454780	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
CAP FOR A TUBULAR DISPENSER	Design	USA	31/12/02	28/173516	03/05/05	D504613	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
CAP FOR A TUBULAR DISPENSER	Design	USA	04/03/03	28/186384	05/10/04	D496661	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
CAP FOR A TUBULAR DISPENSER	Design	USA	17/02/06	28/254220	12/12/08	D633453	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending
CAP FOR A TUBULAR DISPENSER	Design	USA	27/01/05	28/222512	16/05/08	520873	PECHINEY PLASTIC PACKAGING, INC.	TECHPACK AMERICA INC	Pending

Licenses

None.