

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Extrusion Dies Industries, LLC	06/27/2011

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent
Street Address:	111 West Monroe Street, 20th Floor East
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	5067432
Patent Number:	5375990
Patent Number:	5494429
Patent Number:	5511962
Patent Number:	5679383
Patent Number:	5962041
Patent Number:	6626206
Patent Number:	6663375
Patent Number:	6682333
Patent Number:	7074030
Patent Number:	7056112
Application Number:	12283365
Application Number:	61440062
Application Number:	13080081

CORRESPONDENCE DATA

501577746

PATENT  
REEL: 026509 FRAME: 0668

CH \$560.00 5067432

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ATTORNEY DOCKET NUMBER:

207545-11

NAME OF SUBMITTER:

Oscar Ruiz

Total Attachments: 6

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "**Agreement**"), dated as of this 27 day of June, 2011, is made by Extrusion Dies Industries, LLC, a Delaware limited liability company ("**Grantor**") with its principal place of business and mailing address at 911 Kurth Road, Chippewa Falls, WI 54729, in favor of Bank of Montreal, a Canadian chartered bank acting through its Chicago branch, as administrative agent (in such capacity, the "**Administrative Agent**") for the Lenders and other Secured Creditors (as defined in the Security Agreement described below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

### PRELIMINARY STATEMENTS

A. Grantor, the Guarantors from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Credit Agreement**"), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtors.

B. As a condition to the execution and delivery of the Credit Agreement, the Administrative Agent and the Lenders have required, among other things, that each of the Grantor and the Guarantors (each a "**Debtor**" and collectively the "**Debtors**") grant to the Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations, the Hedging Liability and the Funds Transfer and Deposit Account Liability (the Administrative Agent and such Lenders and other holders being referred to collectively in the Security Agreement described below as the "**Secured Creditors**") a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Creditors are parties to a Security Agreement dated as of the date hereof (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Security Agreement**"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative 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 Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby assigns, mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Creditors and grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Patent Collateral**"):

(i) All of its patents and patent applications and IP licenses providing for the grant by or to the Grantor of any right under any patent or patent application, including, without limitation, each patent and patent application listed on Schedule A hereto, and all of the inventions described and claimed therein and any and all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions thereof; and

(ii) All income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any patent or patent application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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.


4. **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.

5. **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 Illinois.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed as of the date and year first written above.

**EXTRUSION DIES INDUSTRIES, LLC, a**  
Delaware limited liability company

By:   
Name: Gary Edwards  
Title: Chief Executive Officer

Patent Security Agreement

Accepted and agreed to as of the date and year first written above.

**BANK OF MONTREAL**

By: Timothy E. D.  
Name: Timothy E. D.  
Title: Director

## SCHEDULE A

### 1. REGISTERED PATENTS

U.S. Patent No.	Date	Title
5,067,432	11/26/91	Replacement Wiping Insert for Slot Die Head
5,375,990	12/27/94	Feed Block for Coextrusion Apparatus
5,494,429	2/27/96	Apparatus for Extruding Thermoplastic Materials
5,511,962	4/30/96	Extrusion Die
5,679,383	10/21/97	Dual Flexible Lip Extrusion Apparatus
5,962,041	10/5/99	Dual Flexible Lip Extrusion Apparatus
6,626,206	9/30/03	Feedblock for Adjusting the Dimensions of a Set of Co-Extruded Layers of a Multi-Layer Sheet
6,663,375	12/16/03	Dual Flexible Lip Extrusion Apparatus with Pivoting Actuation Member
6,682,333	1/27/04	Quick-Release Extrusion Die
7,074,030	7/11/06	Scraping Assembly for an Extrusion Die and Method of Use Therefor
7,056,112	6/6/06	Extrusion Die and Method for Using the Same

Foreign Patent:

Patent No.	Title	Country	Status
1484159	Extrusion Die and Method for Controlling the Flow of an Extrudate	Europe	Granted

## 2. PATENT APPLICATIONS

U.S. Application/ Publication No.	Date	Title
12/283,365 (2009-0068439)	3/12/09	Construction Laminate
61/440,062	2/7/11	Active Packaging Technology
13/080,081	4/5/11	Deckle Technology

## 3. IP LICENSES

1. Layer Multiplier License Agreement by and between Sealed Air Corporation and Extrusion Dies Industries, LLC, as licensor, dated September 19, 2008
2. License Agreement by and between Dow Global Technologies, Inc. and Extrusion Dies Industries, LLC, as licensee, dated November 1, 2004
3. License Agreement between Dr. Ing Heinz Gross and Extrusion Dies, Inc. (predecessor in interest to Extrusion Dies Industries, LLC), as licensee, dated June 21, 1996, as amended June 21, 2001