

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
SHARP PACKAGING SYSTEMS, LLC	06/30/2011
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N. A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6688346
Patent Number:	6789963
Patent Number:	6857455
CORRESPONDENCE DATA	
Fax Number:	(312)876-7934
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3128767977
Email:	paula.theismann@snrdenton.com
Correspondent Name:	Paula M. Theismann - SNR Denton US LLP
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Address Line 4:	Chicago, ILLINOIS 60606-1080
ATTORNEY DOCKET NUMBER:	09801880-0042
NAME OF SUBMITTER:	Paula M. Theismann
Total Attachments: 8 source=Sharp_Patent_and_Trademark_Security_Agmt#page1.tif source=Sharp_Patent_and_Trademark_Security_Agmt#page2.tif	

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2011, by SHARP PACKAGING SYSTEMS, LLC, a Wisconsin limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A. (the "Bank").

RECITALS

A. The Grantor and its affiliates have entered into a Loan Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank pursuant to which the Bank has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Bank pursuant to which certain obligations owed to the Bank are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Bank, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor described therein, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all Indebtedness (as defined in the Security Agreement).

In consideration of the mutual agreements set forth herein and in the Loan Agreement and Security Agreement, the Grantor does hereby grant to the Bank, a continuing 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:

(1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

(4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

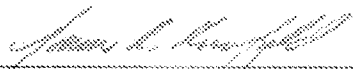
(6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SHARP PACKAGING SYSTEMS, LLC

By: 
Name: JAMES A. KORNFELD
Title: PRESIDENT & CEO

Acknowledged and agreed as of the date first set forth above:

BANK OF AMERICA, N.A.

By: _____
Name: Jason E. Guerra
Title: Vice President

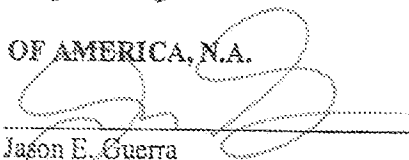
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SHARP PACKAGING SYSTEMS, LLC

By: _____
Name: _____
Title: _____


Acknowledged and agreed as of the date first set forth above:

BANK OF AMERICA, N.A.

By: 
Name: Jason E. Guerra
Title: Vice President

STATE OF Wisconsin)
) ss
COUNTY OF Washington)

On this 20th day of June, 2011, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the Pres. & CEO of Sharp Packaging Systems, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public

STATE OF ILLINOIS

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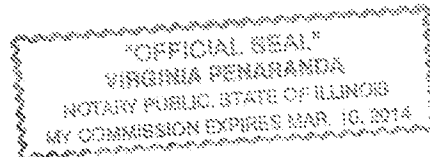
) ss

COUNTY OF COOK

)

On this 20th day of June, 2011, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Bank of America, N.A., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Virginia Penahanda
Notary Public



SCHEDULE 1

to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks

XTREME POLY – Reg. No. 2,578,277; June 11, 2002
SHARP PACKAGING SYSTEMS (and design) – Reg. No. 2,735,946; July 15, 2003
SX (stylized) – Reg. No. 2,799,948; December 30, 2003
T7 (stylized) – Reg. No. 2,956,700; May 31, 2005
CONCIERGE PLATINUM – Reg. No. 3,059,863; February 21, 2006
MAX PLUS (stylized) – Reg. No. 3,188,566; December 26, 2006
E-Z BAGS – Reg. No. 3,801,800; June 15, 2010

United States Trademark Applications

None

Trademark Licenses

None

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

United States Applications and Patents

TITLE	APP. NO / PAT. NO	FILING/ISSUE DATE
Continuous Strip Bag Feeder and Loader With Integrated Printer Assembly	6,688,346	February 10, 2004
Continuous Strip Bag Feeder and Loader With Pivotal Integrated Printer Assembly	6,789,963	September 14, 2004
Continuous Strip Bag Feeder and Loader With Integrated Printer Assembly	6,857,455	February 22, 2005

Patent Licenses

None