

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
IntraPac (Swedesboro) Inc.	12/23/2011
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7748098
Patent Number:	5340421
CORRESPONDENCE DATA	
Fax Number:	(404)572-5134
Email:	jhannon@kslaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	James M. Hannon
Address Line 1:	1180 Peachtree Street
Address Line 2:	King & Spalding LLP
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	09631.009184
NAME OF SUBMITTER:	James M. Hannon
Total Attachments: 5 source=Patent SA#page1.tif source=Patent SA#page2.tif source=Patent SA#page3.tif source=Patent SA#page4.tif source=Patent SA#page5.tif	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 23, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the U.S. Lenders and the U.S. Dollar L/C Issuers (as defined in the Credit Agreement referred to below) and the other U.S. Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 23, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, GE Canada Finance Holding Company, as Canadian Agent, and GE Capital, as U.S. Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each 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 L/C Issuers and the 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 Borrowers thereunder, each Grantor hereby agrees with the 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, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the secured parties, and grants to the Agent for the benefit of the secured parties 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. As between the parties, each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall be responsible 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.

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.

[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.

INTRAPAC (HARRISONBURG) INC.
INTRAPAC (PLATTSBURGH) INC.
INTRAPAC (SWEDESBORO) INC., each as a
Grantor

By: _____

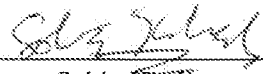
Name: Thomas K. Linton

Title: Chief Executive Officer of each above-named entity

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Sobia Khaliq
Title: Its Duly Authorized Signatory

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

1. ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>App. No.</u>	<u>Owner</u>
Method of Testing a Seal	U.S.A.	7,748,098	7/6/2010	11/323/518	Intrapac (Swedesboro) Inc.
A Method Using a Cam for Folding a Seal Removal Tab on a Collapsible Tube	U.S.A.	5,340,421	8/23/1994	08/128,180	Intrapac (Swedesboro) Inc.
Closure System for a Container and Cap	U.S.A.	5,423,441	6/13/1995	08/169,066	Intrapac (Plattsburgh) Inc.
Child Proof Container Cap Designed for Manipulation by Arthritic Fingers	U.S.A.	5,740,933	4/21/1998	08/291,521	Intrapac (Plattsburgh) Inc.
Box Construction	U.S.A.	5,265,797	11/30/1993	07/885,716	Intrapac (Harrisonburg) Inc.
Collapsible Tube	U.S.A.	5,634,496	6/3/1997	08/593,635	Intrapac (Harrisonburg) Inc.
Box Construction	Canada	2,080,678	3/4/1997		Intrapac (Swedesboro) Inc.
Collapsible Tube	Canada	2,194,939	4/16/2002		Intrapac (Swedesboro) Inc.
Method of Using a Cam for Folding a Seal Removal Tab on a Collapsible Tube	Canada	2,128,935	4/13/1999		Intrapac (Swedesboro) Inc.
Method of Testing a Seal	Canada	2,567,577	3/29/2011		Intrapac (Swedesboro) Inc.

2. PATENT APPLICATIONS

None