

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
MATRIX PACKAGING MACHINERY LLC	12/06/2011
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC
Street Address:	1301 6th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12570301
CORRESPONDENCE DATA	
Fax Number:	(212)822-5175
Phone:	212-530-5175
Email:	jmarkham@milbank.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:	Jordan P. Markham
Address Line 1:	Milbank, Tweed, Hadley & McCloy, 46th Fl
Address Line 2:	1 Chase Manhattan Plaza
Address Line 4:	New York, NEW YORK 10005
ATTORNEY DOCKET NUMBER:	28804-07603
NAME OF SUBMITTER:	Jordan P. Markham
Total Attachments: 5 source=Pro Mach - Matrix - Patent Security Agreement (executed) - v1#page1.tif source=Pro Mach - Matrix - Patent Security Agreement (executed) - v1#page2.tif source=Pro Mach - Matrix - Patent Security Agreement (executed) - v1#page3.tif source=Pro Mach - Matrix - Patent Security Agreement (executed) - v1#page4.tif source=Pro Mach - Matrix - Patent Security Agreement (executed) - v1#page5.tif	

CH \$40.00 12570301

Patent Security Agreement

Patent Security Agreement, dated as of December 6, 2011, by Matrix Packaging Machinery LLC (“Grantor”), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is a party to a Guarantee and Collateral Agreement dated as of July 6, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and as consideration for the Loans previously made, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement or the Credit Agreement referred to in the Guarantee and Collateral Agreement

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Grantor:

- (a) Patents and Patent Applications of Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Guarantee and Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the

collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[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.

Very truly yours,

MATRIX PACKAGING MACHINERY LLC

By: 

Name: William M. Schult

Title: Secretary and Treasurer

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____

Name:

Title:

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.

Very truly yours,

MATRIX PACKAGING MACHINERY LLC

By: _____
Name: William M. Schult
Title: Secretary and Treasurer

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____
Name: _____
Title: **Craig Malloy**
Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patents:

None.

Patent Applications:

OWNER	APPLICATION NUMBER	NAME
Matrix Packaging Machinery LLC	12/570,301	Particle Packaging Systems and Associated Methods