

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
General Packaging Products, Inc.	11/30/2012
RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas as Revolving Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6007666
CORRESPONDENCE DATA	
Fax Number:	2123548113
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Matthew Campion/White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 2:	Patent & Trademark Dept.
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	1111779-1607
NAME OF SUBMITTER:	Matthew Campion
Total Attachments: 5 source=32590660_2 ABL Patent Security Agreement#page1.tif source=32590660_2 ABL Patent Security Agreement#page2.tif source=32590660_2 ABL Patent Security Agreement#page3.tif source=32590660_2 ABL Patent Security Agreement#page4.tif source=32590660_2 ABL Patent Security Agreement#page5.tif	

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GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this "Patent Security Agreement"), dated as of November 30, 2012, by General Packaging Products, Inc. (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Revolving Collateral Agent, for the benefit of the Revolving Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement (referenced below).

WITNESSETH:

WHEREAS, Grantor entered into that certain Supplement to Pledge and Security Agreement, dated as of the date hereof, by and among the Grantor, certain of Grantors affiliates and Grantee, ("Revolving Security Agreement Supplement"), which supplements that certain Pledge and Security Agreement, dated as of February 1, 2011, by and among certain of Grantor's affiliates, and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, including by the Revolving Security Agreement Supplement, the "Revolving Security Agreement");

WHEREAS, Grantor is required to execute and deliver to the Revolving Collateral Agent this Patent Security Agreement for the benefit of the Revolving Secured Parties.

NOW, THEREFORE, in consideration of the promises 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 Revolving Security Agreement.
2. GRANT OF SECURITY INTEREST. Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any Patents (collectively, the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including those Patents set forth in Schedule I.
3. REVOLVING SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in furtherance, not in limitation of, the security interests granted to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, pursuant to the Revolving Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Revolving Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In

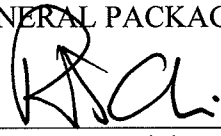
the event that any provision of this Patent Security Agreement is deemed to conflict with the Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

4 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor(s) have caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GENERAL PACKAGING PRODUCTS, INC.

By:  _____

Name: Patrick T. Chambliss
Title: Executive Vice President & Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Revolving Collateral Agent

By: 

Name: Erin Morrissey

Title: Director

By: 

Name: Michael Getz

Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT APPLICATIONS, ISSUED PATENTS AND LICENSES

<u>Patent Title</u>	<u>Owner</u>	<u>Application No.</u>	<u>Filed</u>	<u>Patent No.</u>	<u>Issued</u>
Process for Manufacturing Laminated Wrapping Paper	General Packaging Products, Inc.	08/915,040	08/20/97	6,007,666	12/28/99