

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Tekni-Plex, Inc.	05/01/2013
<b>RECEIVING PARTY DATA</b>	
Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	150 Fourth Avenue North, 2nd Floor
Internal Address:	Attn: Global Corporate Trust Services
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	8329288
Application Number:	13586288
<b>CORRESPONDENCE DATA</b>	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	daniel.cote@thomsonreuters.com
Correspondent Name:	Michael Violet
Address Line 1:	4400 Easton Commons Way Suite 125
Address Line 2:	CT Lien Solutions
Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Michael Violet
Signature:	/daniel cote thomsonreuters/
Date:	05/02/2013
Total Attachments: 6	

OP \$80.00 8329288

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**PATENT  
 REEL: 030341 FRAME: 0278**

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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Tekni-Plex, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: U.S. Bank National Association, as Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: Attn: Global Corporate Trust Services, \*

\*150 Fourth Avenue North, 2nd Floor

City: Nashville

State: TN

Country: USA

Zip: 37219

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) May 1, 2013

Assignment

Merger

Security Agreement

Change of Name

Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

13/586,288

8,329,288

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Michael Violet

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3303

Fax Number: 800-914-4240

Email Address: Michael.Violet@wolterskluwert.com

**6. Total number of applications and patents involved: 2**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

05/2/2013

Date

Nicole Piazza  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT SECURITY AGREEMENT**

Patent Security Agreement, dated as of May 1, 2013, by Tekni-Plex, Inc. (the “Grantor”), in favor of U.S. Bank National Association, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of May 24, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security 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, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent, for its own benefit and the benefit of the other 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 the Grantor:

- (a) Patents of the 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 Security Agreement and the 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 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 Security Agreement, the provisions of the Security 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 Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the 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.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the

State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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,

TEKNI-PLEX, INC.

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By:   
Name: David Waksman  
Title: SVP, Chief Legal Officer and Secretary

[Signature Page to the Patent Security Agreement]

Accepted and Agreed:

U.S. Bank National Association,  
as Collateral Agent

By: Wally Jones  
Name: Wally Jones  
Title: Vice President

[Signature Page to the Patent Security Agreement]

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT  
PATENT REGISTRATIONS AND PATENT APPLICATIONS

**Patent Registrations:**

OWNER	REGISTRATION NUMBER	NAME
Tekni-Plex, Inc.	8,329,288	FILM STRUCTURE WITH HIGH OXYGEN BARRIER PROPERTIES AND METHOD FOR MANUFACTURING SUCH A FILM STRUCTURE

**Patent Applications:**

OWNER	APPLICATION NUMBER	NAME
Tekni-Plex, Inc.	13/586,288	POLYURETHANE-POLYETHYLENE DELAMINATION RESISTANT TUBING WITH GAS BARRIER PROPERTIES