

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Packaging Coordinators, LLC	05/10/2013
AndersonBrecon Inc.	05/10/2013

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	6007264
Patent Number:	6902335
Patent Number:	7325703
Patent Number:	7331460
Patent Number:	7458741
Patent Number:	7360652
Patent Number:	7464818
Patent Number:	7607834
Patent Number:	7581642
Patent Number:	7806270
Patent Number:	7896161
Patent Number:	7617935
Patent Number:	7900772

502343301

PATENT
REEL: 030391 FRAME: 0241

OP \$760.00 6007264

Patent Number:	8066121
Patent Number:	7967144
Patent Number:	8205752
Patent Number:	D642467
Patent Number:	8328018
Application Number:	13246083

CORRESPONDENCE DATA

Fax Number: 4045725100

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: King & Spalding

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ATTORNEY DOCKET NUMBER:	09642.015042
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NAME OF SUBMITTER:	Mark Russell
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Signature:	/Mark Russell/
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Date:	05/10/2013
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Total Attachments: 8

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 10, 2013, 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, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 10, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of May 10, 2013 (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") by the Credit Parties in favor of Agent, to guarantee the Obligations of the Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, 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 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 Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Any capitalized terms used herein without definition has the meanings provided for such term 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 of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, 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 Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event of a conflict between the provisions of this Patent Security Agreement and the provisions of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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.

PACKAGING COORDINATORS, LLC

as Grantor

By: _____



Name: William T. Mitchell, III

Title: President and Chief Executive

ANDERSONBRECON INC.

as Grantor

By: _____



Name: William T. Mitchell, III

Title: President and Chief Executive

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:

A handwritten signature in dark ink, appearing to read 'R. Hanes Whiteley', is written over a horizontal line.

Name: R. Hanes Whiteley

Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

1. PATENTS

<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>	<u>Pub. Number</u>	<u>Pub. Date</u>	<u>Owner</u>
US	6,007,264	12-28-1999	Integral Package Applicator	N/A	N/A	Packaging Coordinators, LLC
US	6,902,335	06-07-2005	Hand Held Dispensing and Application Apparatus	US 2004-0223802	11-11-2004	Packaging Coordinators, LLC
US	7,325,703	02-05-2008	Multi-Cavity Blister Package for Storing and Dispensing Flowable Substances	US 2006-0283761	12-21-2006	Packaging Coordinators, LLC
US	7,331,460	02-19-2008	Shielded Medicament Package	US 2007-0151893	07-05-2007	Packaging Coordinators, LLC
US	7,458,741	12-02-2008	Multiple Compartment Storage and Dispensing Apparatus	US 2004-0223801	11-11-2004	Packaging Coordinators, LLC
US	7,360,652	04-22-2008	Child Resistant Product Dispenser	US 2005-0274643	12-15-2005	Packaging Coordinators, LLC
US	7,464,818	12-16-2008	Child Resistant and Senior Friendly Medicament Storage and Distribution Package	US 2007-0084747	04-19-2007	Packaging Coordinators, LLC
US	7,607,834	10-27-2009	Peelable Pouch Containing a Single or Multiple Dosage	US 2006-0023976	02-02-2006	Packaging Coordinators, LLC

<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>	<u>Pub. Number</u>	<u>Pub. Date</u>	<u>Owner</u>
			Forms and Process of Making Same			
US	7581642	01-Sep-2009	Child-Resistant, Senior-Friendly Unit Dose Container	235368-A1	11-Oct-2007	AndersonBrecon Inc.
US	7806270	05-Oct-2010	Child-Resistant, Senior-Friendly Unit Dose Container	0045096-A1	19-Feb-2009	AndersonBreconInc
US	7896161	01-Mar-2011	Child-Resistant, Senior-Friendly Carded Package And Method Of Assembly	0178949-A1	16-Jul-2009	AndersonBrecon Inc.
US	7617935	17-Nov-2009	Reusable Child-Resistant, Senior-Friendly Unit Dose Container	0178948-A1	16-Jul-2009	AndersonBrecon Inc.
US	7900772	08-Mar-2011	Child-Resistant, Senior-Friendly Unit Dose Container	0300923-A1	02-Dec-2010	AndersonBrecon Inc.
US	8066121	29-Nov-2011	Child-Resistant, Senior-Friendly Package Having A Squeeze-Release Mechanism And Method Of Assembly	0068039-A1	24-Mar-2011	AndersonBrecon Inc.

<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>	<u>Pub. Number</u>	<u>Pub. Date</u>	<u>Owner</u>
US	7967144	28-Jun-2011	Child-Resistant, Senior-Friendly Package Having A Squeeze-Release Mechanism And Method Of Assembly	0108451-A1	12-May-2011	AndersonBrecon Inc.
US	8205752	26-Jun-2012	Child-Resistant, Senior-Friendly Package Having Deactivatable Locking Mechanism	0186469-A1	04-Aug-2011	AndersonBrecon Inc.
US	D642467	02-Aug-2011	Tear-Off Cap For A Vial	N/A	N/A	AndersonBrecon Inc.
US	8328018	11-Dec-2012	Child-Resistant, Carded Blister Package And Method Of Manufacture	0111761-A1	10-May-2012	AndersonBrecon Inc.

2. PATENT APPLICATIONS

Patent Applications:

<u>Country</u>	<u>Appl. Number</u>	<u>Filing Date</u>	<u>Title</u>	<u>Pub. Number</u>	<u>Owner</u>
US	13/246083	27-Sep-2011	Pill Dispenser	US 2013-0075418	AndersonBrecon Inc.