

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2788307

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
COVERIS FLEXIBLES (HARTLEPOOL) UK LIMITED	03/18/2014
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	C/O GOLDMAN SACHS & CO.
Internal Address:	30 HUDSON STREET, 36TH FLOOR
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07302
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6739110
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	028878-0090
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	03/27/2014
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of March 18, 2014 (this "Patent Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of **GOLDMAN SACHS BANK USA**, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of November 8, 2013 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), by and among Exopack Holdings S.A., the guarantors party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Debenture dated as of November 8, 2013 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") with the Collateral Agent, pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree 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. Each Pledgor 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 assets of such Pledgor, in each case excluding assets listed in the Excluded Assets List (collectively, the "Patent Collateral"):

(a) all inventions (whether patentable or unpatentable and whether or not reduce to practice), algorithms, patents, utility models and statutory invention registrations issued or assigned to and all patent applications and registrations made by such Pledgor (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any of the foregoing, (ii) inventions and improvements described and charged therein, (iii) reissues, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements or other violations thereof; and

(b) all Proceeds (as defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York (the "UCC") or the Uniform Commercial Code in any

jurisdiction other than the State of New York if, by reason of mandatory provisions of applicable law, any or all of the attachment, perfection or priority of the Collateral Agent's and the other Secured Parties' security interest in any item or portion of the Patent Collateral is governed by the Uniform Commercial Code in effect in such other jurisdiction) of any and all of the foregoing.

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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral 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 addition to the other rights and remedies provided in the Security Agreement or otherwise available to it at law or in equity, the Collateral Agent shall have all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral). 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.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record 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, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COVERIS FLEXIBLES (HARTLEPOOL) UK LIMITED,

formerly known as Britton Decoflex Limited

By: _____

Name: LEE RICHARDSON

Title: DIRECTOR

COVERIS FLEXIBLES UK LIMITED,

formerly known as Paragon Labels Limited

By: _____

Name: _____

Title: _____

[Signature Page to Patent Security Agreement]

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COVERIS FLEXIBLES (HARTLEPOOL) UK LIMITED,

formerly known as Britton Decoflex Limited

By: _____

Name: _____

Title: _____

COVERIS FLEXIBLES UK LIMITED,

formerly known as Paragon Labels Limited

By: _____

Name: _____

Title: _____

K. BOSTOCK
Finance Director

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Name:

Title:

Gabriel Jacobson
Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 032546 FRAME: 0673

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENT REGISTRATIONS AND APPLICATIONS

United States Patent Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Paragon Labels Limited	6739110	Method and apparatus for product packaging

United States Patent Applications:

OWNER	TITLE	APPLICATION NUMBER
Britton Decoflex Limited	Tamper Indicating Security Bag	13880716