

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT		
SEQUENCE:	12		
CONVEYING PARTY DATA			
Name			Execution Date
TRI-SEAL HOLDINGS, INC.			06/01/2015
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	6139931		
Patent Number:	6194042		
Patent Number:	6378715		
CORRESPONDENCE DATA			
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ATTORNEY DOCKET NUMBER:	030786-0662		
NAME OF SUBMITTER:	ANNA T KWAN		
SIGNATURE:	/atk/		
DATE SIGNED:	06/02/2015		
Total Attachments: 10			
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SECOND LIEN PATENT SECURITY AGREEMENT

(Patents and Patent Licenses)

SECOND LIEN PATENT SECURITY AGREEMENT, dated as of June 1, 2015, between **TEKNI-PLEX, INC.**, a Delaware corporation, **NATVAR HOLDINGS, LLC**, a Delaware limited liability company, **PLASTIC SPECIALTIES AND TECHNOLOGIES, INC.**, a Delaware corporation, and **TRI-SEAL HOLDINGS, INC.**, a Delaware corporation, (each, a “**Grantor**”), and **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as Collateral Agent.

WHEREAS, each Grantor owns, or in the case of Patent Licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Tekni-Plex, Inc. (the “**Borrower**”), Tekni-Plex Holdings, LLC (“**Holdings**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of June 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Second Lien Security Agreement, dated as of June 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”), among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Second Lien Patent Security Agreement), each Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Second Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Second Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Second Lien Security Agreement, each Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Patent constituting Recordable Intellectual Property owned by such Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License constituting Recordable Intellectual Property to which such Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and
- (iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include any Excluded Assets.


THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Second Lien Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Second Lien Patent Security Agreement and the provisions of the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.


[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.


NATVAR HOLDINGS, LLC

By: 
Name:
Title:


PLASTIC SPECIALTIES AND TECHNOLOGIES, INC.

By: 
Name:
Title:

TEKNI-PLEX, INC.

By: 
Name:
Title:

TRI-SEAL HOLDINGS, INC.

By: 
Name:
Title:

[Signature Page to Second Lien Patent Security Agreement]

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:



Name: Robert Hetu

Title: Authorized Signatory

By:



Name: Karim Rahimtoola

Title: Authorized Signatory

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 035813 FRAME: 0260

Schedule 1
to Second Lien Patent Security Agreement

TEKNI-PLEX, INC.
NATVAR HOLDINGS, LLC
PLASTIC SPECIALTIES AND TECHNOLOGIES, INC.
TRI-SEAL HOLDINGS, INC.

PATENTS

Registered Owner	Title	Patent Number	Date Issued	Application Number	Application Date	Status
Natvar Holdings, Inc.	CO-EXTRUDED TUBING	7,647,949	19-Jan-10	11/606/269	29-Nov-06	Granted
Tekni-Plex, Inc.	EXTRUDABLE MULTILAYER TUBING			14/714,571	18-May-2015	Pending
Natvar Holdings, Inc.	HEAT FORM COILING DEVICE	7,708,541	4-May-10	10/574,375	26-Apr-07	Granted
Plastic Specialties and Technologies Inc.	MULTIPLE COMPARTMENT CORRUGATED HOSE	5,996,639	7-Dec-99	08/790,423	30-Jan-97	Granted
Tekni Plex, Inc.	COVER FOR FILLER FLATS CONTAINING EGGS	D531,027	31-Oct-06	29/215,075	13-Oct-04	Granted
Tekni Plex, Inc.	EGG CARTON	6,012,583	11-Jan-00	09/153,526	15-Sep-98	Granted
Tekni Plex, Inc.	EGG CARTON	D506,932	5-Jul-05	29/202,875	5-Apr-04	Granted
Tekni-Plex, Inc.	EGG CARTON LID WITH WINDOWS	D659,551 S	15-Mar-12	29/406,555	16-Nov-11	Pending
Tekni Plex, Inc.	EGG CARTON WITH MATING CELL AND LID POST STRUCTURE			13/219,083	26-Aug-2011	Published
Tekni Plex, Inc.	FOOD SERVICE CONTAINER	D541,649	1-May-07	29/217/264	15-Nov-04	Granted
Tekni Plex, Inc.	FOOD SERVICE CONTAINER	D551,546	25-Sep-07	29/270,272	19-Dec-06	Granted

Registered Owner	Title	Patent Number	Date Issued	Application Number	Application Date	Status
Tekni Plex, Inc.	METHOD OF FORMING STABILIZED POROUS PIPE	5,776,387	7-Jul-98	08/490,845	14-Jul-95	Granted
Tekni-Plex, Inc.	MULTI LAYERED TUBING			13/354,029	19-Jan-12	Published
Tekni Plex, Inc.	ONE-COMPARTMENT CONTAINER	D512,305	6-Dec-05	29/204,391	28-Apr-04	Granted
Tekni Plex, Inc.	ONE-COMPARTMENT CONTAINER	D531,894	14-Nov-06	29/201,418	15-Mar-04	Granted
Tekni Plex, Inc.	ONE-COMPARTMENT CONTAINER	D540,666	17-Apr-07	29/265,099	3-Aug-06	Granted
Tekni Plex, Inc.	PACKAGING CONTAINER	D492,844	13-Jul-04	29/166,488	28-Aug-02	Granted
Tekni Plex, Inc.	PACKAGING CONTAINER	D495,491	7-Sep-04	29/197,150	9-Jan-04	Granted
Tekni Plex, Inc.	PACKAGING CONTAINER	6,918,506	19-Jul-05	10/228,562	27-Aug-02	Granted
Tekni Plex, Inc.	PACKING TRAY	6,811,050	2-Nov-04	09/790,784	22-Feb-01	Granted
Tekni Plex, Inc.	PACKING TRAY	6,702,139	9-Mar-04	10/331,282	30-Dec-02	Granted
Tekni-Plex, Inc.	PACKING TRAYS WITH BUILT-IN DRAINAGE AND METHOD OF MANUFACTURE	8,672,132 B2	18-Mar-14	13/307,844	30-Nov-11	Granted
Tekni-Plex, Inc.	POLYURETHANE-POLYETHYLENE DELAMINATION RESISTANT TUBING WITH GAS BARRIER PROPERTIES			13/586,288	15-Aug-12	Published
Tekni Plex, Inc.	PROCESSOR TRAY	5,934,472	10-Aug-99	09/056,025	6-Apr-98	Granted

Registered Owner	Title	Patent Number	Date Issued	Application Number	Application Date	Status
Tekni Plex, Inc.	STANDARD FOOTPRINT EGG CARTON FOR HOLDING UP TO JUMBO SIZE EGGS			13/219,174	26-Aug-11	Published
Tekni Plex, Inc.	THREE-COMPARTMENT CONTAINER	D505,323	24-May-05	29/204,392	28-Apr-04	Granted
Tekni Plex, Inc.	TRAY FOR SHIPMENT OF FROZEN ITEMS	D487,971	6-Apr-04	29/175,618	7-Feb-03	Granted
Tekni-Plex, Inc.	TRI-FOLD EGG CARTON FOR JUMBO EGGS	8,999,415	7-Apr-2015	13/349,360	12-Jan-12	Granted
Tekni Plex, Inc.	TWO-COMPARTMENT CONTAINER	D517,427	21-Mar-06	29/201,522	16-Mar-04	Granted
Tekni Plex, Inc.	TWO-COMPARTMENT CONTAINER	7,287,660	30-Oct-07	10/802,416	16-Mar-04	Granted
Tekni Plex, Inc.	VENTED BOWL AND COVER ASSEMBLY	5,894,953	20-Apr-99	08/660,980	12-Jun-96	Granted
Tekni Plex, Inc.	PACKING TRAY HAVING CELL POCKETS WITH EXPANDABLE SIDEWALLS AND FLOATING BASE, AND METHOD OF MANUFACTURE			13/927,345	26-Jun-2013	Published
Tekni Plex, Inc.	PEAR TRAY AND CELL POCKET	D719,025	9-Dec-2014	29/459,102	26-Jun-2013	Granted
Tekni-Plex, Inc.	MULTI-LAYERED TUBING			PCT/US13/49097	2-Jul-2013	Pending
Tekni-Plex, Inc.	POLYURETHANE-POLYETHYLENE DELAMINATION RESISTENT TUBING WITH GAS BARRIER PROPERTIES			PCT/US13/055075	15-Aug-2013	Pending

Registered Owner	Title	Patent Number	Date Issued	Application Number	Application Date	Status
Tekni-Plex, Inc.	APPARATUS AND METHOD FOR ALIGNING AND HOLDING EGG CARTONS			14/062415	24-Oct-2013	Pending
Tekni-Plex, Inc.	APPARATUS AND METHOD FOR ALIGNING AND HOLDING LIGHT BULBS	8,646,603	11-Feb-14	13/271,899	12-Oct-2011	Granted
Tekni-Plex, Inc.	CONDUCTIVE TUBING			14/174,338	06-Feb-2014	Pending
Tekni-Plex, Inc.	COEXTRUDED PLASTIC CAPILLARY TUBE			14/256342	18-Apr-2014	Pending
Tekni-Plex, Inc.	MULTI-LAYER MEDICAL TUBING WITH OUTER LAYER OF PP BASED ELASTOMER			14/448,432	31-Jul-2014	Pending
Tekni-Plex, Inc.	TRI-FOLD EGG CARTON			14/460,837	15-Aug-2014	Pending
Tekni-Plex, Inc.	LID FOR AN EGG CARTON (LID DESIGN)			29/499,586	15-Aug-2014	Pending
Tekni-Plex, Inc.	HINGE ASSEMBLY FOR AN EGG CARTON (DESIGN)			29/499,548	15-Aug-2014	Pending
Tekni-Plex, Inc.	METHOD AND APPARATUS FOR FORMING A NOTCHED HINGE CONNECTION IN A THERMOFORMED CONTAINER			14/460,889	15-Aug-2014	Pending
Tekni-Plex, Inc.	LID FOR AN EGG CARTON (LID PROTRUSION DESIGN)			29/499,594	15-Aug-2014	Pending
Tekni-Plex, Inc.	LID FOR AN EGG CARTON (LID CORNER DESIGN)			29/499,588	15-Aug-2014	Pending

Registered Owner	Title	Patent Number	Date Issued	Application Number	Application Date	Status
Tekni-Plex, Inc.	FOOD TRAY AND DISPLAY			29/522,474	31-Mar – 2015	Pending
Tri-Seal Holdings Inc.	HIGH BARRIER CLOSURE LINER FOR CARBONATED BEVERAGE CONTAINERS AND THE LIKE	6,139,931	31-Oct-00	09/013,918	27-Jan-98	Granted
Tri-Seal Holdings Inc.	HIGH BARRIER CLOSURE LINER WITH OXYGEN ABSORBING CAPABILITIES	6,194,042	27-Feb-01	08/889,917	10-Jul-97	Granted
Tri-Seal Holdings, Inc.	SEPARATING CLOSURE LINER WITH PRESSURE SENSITIVE ADHESIVE	6,378,715	30-Apr-02	08/715,210	17-Sep-96	Granted
Tekni-Plex, Inc. and The Trustees of the University of Pennsylvania	Polyvinyl chloride containing multiarmed star copolymers			13/132,433	18-Apr-2012	Pending
Tekni-Plex, Inc.	Extrudable multilayer tubing			13/848,889	22-Mar-2013	Published
Tekni-Plex, Inc.	Multi-layered tubing			13/686,197	27-Nov-2012	Published
Tekni-Plex, Inc.	Multi-Layer Web and Process for Forming Scored Lidding Film for Blister Packages			14/637,764	4-March-2015	
Tekni-Plex, Inc	RESEALABLE LINER AND INDUCTION SEAL COMBINATION	6,082,566	29-September-1998	09/162,271	4-July-2000	Granted
Tekni-Plex, Inc	TWO-PIECE CONTAINER SEAL AND METHOD OF MANUFACTURE	7,648,764	30 June-2005	11/173,474	19-January-2010	Granted

Registered Owner	Title	Patent Number	Date Issued	Application Number	Application Date	Status
Tekni-Plex, Inc	CONTAINER SEAL WITH INTEGRAL PROMOTIONAL TOKEN AND METHOD	7,740,927	9-December-2004	11/008,485	22-June-2010	Granted
Tekni-Plex, Inc	CONTAINER SEAL WITH INTEGRAL PROMOTIONAL TOKEN AND METHOD	7,960,001	18- March-2010	12/661,482	14-June-2011	Granted
Tekni-Plex, Inc	TWO-PIECE CONTAINER SEAL AND METHOD OF MANUFACTURE	8,080,118	14 January-2010	12/657,189	20 December-2011	Granted
Tekni-Plex, Inc	CONTAINER SEALING MATERIAL HAVING A HEAT-RELEASABLE INTERLAYER	7,819,266	9 December-2004	11/007,874	26-October-2010	Granted
Tekni-Plex, Inc	CONTAINER SEAL WITH INTEGRAL, HEAT-RELEASABLE PROMOTIONAL TOKEN AND METHOD	7713605	9 December-2004	11/008,495	11-May-2010	Granted

PATENT LICENSES

None.