

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3488900

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
AMPAC HOLDINGS, LLC	08/18/2015
AMPAC FLEXIBLES, LLC	08/18/2015
AMPAC PLASTICS, LLC	08/18/2015
PROLAMINA MIDWEST CORPORATION	08/18/2015

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT
Street Address:	20 KING STREET WEST, 4TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H 1C4

PROPERTY NUMBERS Total: 41

Property Type	Number
Patent Number:	6196716
Patent Number:	6702460
Patent Number:	RE40357
Patent Number:	7275657
Patent Number:	6270256
Patent Number:	6632403
Patent Number:	6264033
Patent Number:	6471058
Patent Number:	5542902
Patent Number:	5882120
Patent Number:	6126318
Patent Number:	5709479
Patent Number:	6224528
Patent Number:	5971613
Patent Number:	6375037
Patent Number:	6485177

PATENT

Property Type	Number
Patent Number:	8944684
Patent Number:	8277121
Patent Number:	D454487
Patent Number:	D453295
Patent Number:	D455645
Patent Number:	D448988
Patent Number:	D451804
Patent Number:	D468195
Patent Number:	D560122
Patent Number:	D664862
Patent Number:	D682693
Patent Number:	8992084
Patent Number:	8857664
Application Number:	09978524
Application Number:	13896451
Application Number:	09978392
Application Number:	13521019
Application Number:	13918148
Application Number:	13918310
Application Number:	13521021
Application Number:	09784987
Application Number:	13835716
Application Number:	13801205
Application Number:	29481300
Application Number:	11079033

CORRESPONDENCE DATA

Fax Number: (212)303-7064

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: CHRISTINE DIONNE C/O PAUL HASTINGS LLP

Address Line 1: 75 EAST 55TH STREET

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78436.00186 (FIRST LIEN)

NAME OF SUBMITTER: CHRISTINE DIONNE

SIGNATURE: /CHRISTINE DIONNE/

DATE SIGNED: 08/19/2015

Total Attachments: 10

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FIRST LIEN PATENT SECURITY AGREEMENT

This **FIRST LIEN PATENT SECURITY AGREEMENT** (this "Patent Security Agreement") is made as of August 18, 2015 among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually, a "Grantor") and **ROYAL BANK OF CANADA**, as collateral agent (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of August 18, 2015 (as may be amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Prolampac Intermediate Inc., a Delaware corporation (the "Initial Borrower"), Ampac Packaging, LLC, a Delaware limited liability company ("Ampac"), Prolamina Corporation, a Delaware corporation ("Prolamina"), Ampac Holdings, LLC, a Delaware limited liability company ("Ampac Holdings"), and Jen-Coat, Inc., a Massachusetts corporation ("Jen-Coat") (Ampac, Prolamina, Ampac Holdings and Jen-Coat, each, a "Borrower" and collectively with the Initial Borrower, the "Borrowers"), Prolampac Holdings Inc., a Delaware corporation ("Holdings"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and Royal Bank of Canada, as administrative agent and collateral agent for the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof and the other Loan Documents;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent that certain First Lien Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto; as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver to the Collateral Agent this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the case may be.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral");

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters of patent of the United States, including registrations, recordings and pending

applications in the United States Patent and Trademark Office (or any successor office), including those referred to on Schedule I hereto; and

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the foregoing, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrowers, the Grantors or (in each case) any of them, to the Collateral Agent whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantors shall comply with their respective obligations under the Guarantee and Collateral Agreement with respect to any such new patent rights. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of any Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Applicable Law. THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

8. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular; references to the singular include the plural; the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case

may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement and the Guarantee and Collateral Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a written record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

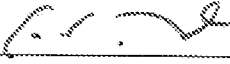
[SIGNATURE PAGE FOLLOWS]

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.

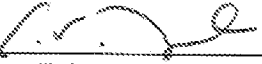
AMPAC HOLDINGS, LLC

By: 
Name: Eric Bradford
Title: Chief Financial Officer

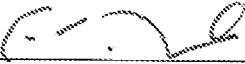
AMPAC FLEXIBLES, LLC

By: 
Name: Eric Bradford
Title: Chief Financial Officer

AMPAC PLASTICS, LLC

By: 
Name: Eric Bradford
Title: Chief Financial Officer

**PROLAMINA MIDWEST
CORPORATION**

By: 
Name: Eric Bradford
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

ROYAL BANK OF CANADA, as Collateral Agent

By: 
Name: Yvonne Brazier
Title: Manager, Agency

[Signature Page to First Lien Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Prolamina:

	Owner	Title	Country	Application Number	Filing Date	Patent Number	Date Issued
1.	Prolamina Midwest Corporation	METHOD FOR EXTRUSION COATING A LIGHTWEIGHT WEB	Canada	2,463,766	04/15/2004	2,463,766	07/29/2008
2.	Prolamina Midwest Corporation	METHOD FOR EXTRUSION COATING A LIGHTWEIGHT WEB	US	09/978,524	10/16/2001	7,279,198	10/09/2007
3.	Prolamina Midwest Corporation	PACKAGING FILM AND METHOD OF MANUFACTURE	US	13/896,451	05/17/2013		
4.	Prolamina Midwest Corporation	METHOD FOR EXTRUSION COATING MULTIPLE WEBS	US	09/978,392	10/16/2001	6,656,401	12/02/2003
5.	Prolamina Midwest Corporation	PACKAGING AND METHOD OF MAKING PACKAGING	US	13/521,019	10/30/2012		
6.	Prolamina Midwest Corporation	CARBON DIOXIDE GAS PERMEABLE PACKAGING FILM	US	13/918,148	06/14/2013		
7.	Prolamina Midwest Corporation	PACKAGING FILM WITH SUPERIOR SEAL, BARRIER, AND FLEX CRACK RESISTANCE	US	13/918,310	06/14/2013		
8.	Prolamina Midwest Corporation	PACKAGING FILM AND METHOD OF MANUFACTURE	Canada	2,817,292	05/30/2013		
9.	Prolamina Midwest Corporation	PACKAGING FILM WITH SUPERIOR SEAL, BARRIER, AND FLEX CRACK RESISTANCE	Canada	2,849,605	04/23/2014		
10.	Prolamina Midwest Corporation	CARBON DIOXIDE GAS PERMEABLE PACKAGING FILM	Canada	2,849,603	04/23/2014		
11.	Prolamina Midwest Corporation	PACKAGING FOR A TEA POUCH	US	13/521,021	10/30/2012		
12.	Prolamina Midwest Corporation	BIODEGRADABLE PAPER-BASED AGRICULTURAL SUBSTRATE	US	09/784,987	02/15/2001	6,625,923	09/30/2003

Ampac:

Country	Status	Serial Number	Patent Number	Registrant	Title
US	Granted	09/299,853	6,196,716	Ampac Plastics, LLC	Side Seal Tamper Indicating Bag
US	Granted	10/104,691	6,702,460	Ampac Plastics, LLC	High Strength Plastic Bag
US	Granted	11/011,025	RE40,357	Ampac Plastics, LLC	High Strength Plastic Bag

Country	Status	Serial Number	Patent Number	Registrant	Title
US	Granted	11/079,033	7,530,740	Ampac Plastics, LLC	Multi-Handle High Strength Plastic Bag
US	Granted	10/426,581	7,275,657	Ampac Plastics, LLC	Bag Dispenser
US	Granted	08/999,179	6,270,256	Ampac Trigon, LLC	Tamper Evident Bag
US	Granted	09/605,625	6,632,403	Ampac Trigon, LLC	Forensic Evidence Container
US	Granted	09/524,946	6,264,033	Ampac Trigon, LLC	Article With Improved Tamper Evidence
US	Granted	09/849,903	6,471,058	Ampac Trigon, LLC	Article With Improved Tamper Evidence
US	Issued	08/436178	5,542,902	Kapak Company LLC*	Vented Pouch Arrangement and Method
CA	Granted	2264922	2264922	Kapak Corporation*	Bag for Distributing Material
CH	Issued	97940824.2	932559	Kapak Corporation*	Bag for Distributing Material
DE	Granted	932559	697086755	Kapak Corporation*	Bag for Distributing Material
EP	Granted	97940824.2	932559	Kapak Corporation*	Bag for Distributing Material
FR	Issued	97940824.2	932559	Kapak Corporation*	Bag for Distributing Material
GB	Issued	97940824.2	932559	Kapak Corporation*	Bag for Distributing Material
NL	Issued	97940824.2	932559	Kapak Corporation*	Bag for Distributing Material
US	Issued	08/996,353	5,882,120	Kapak Company LLC*	Bag for Distributing Material
US	Issued	09/268,224	6,126,318	Kapak Company LLC*	Bag for Distributing Material
US	Issued	08/709,163	5,709,479	Kapak Company LLC*	Bag for Distributing Material

Country	Status	Serial Number	Patent Number	Registrant	Title
US	Issued	09/416,224	6,224,528	Kapak Company LLC*	Bag Constructions having Inwardly Direct Side Seal Portions
US	Issued	08/843,156	5,971,613	Kapak Company LLC*	Bag Constructions having Inwardly Direct Side Seal Portions
US	Issued	09/686,132	6,375,037	Kapak Company LLC*	Bag Construction for Distributing Material
US	Issued	09/800,692	6,485,177	Kapak Company LLC*	Flexible Stand-Up Pouch Constructions for Dispensing Liquids
US	Published	13/835,716		Ampac Holdings, LLC	Packaging container with pull tab
WO	Published	PCT/US12/32775		Ampac Holdings, LLC	Pouch with Opening Lid
CA	Pending	2682447		Ampac Holdings, LLC	Bag Construction with Side Gussets
JP	Granted	2010-600004	3160466	Ampac Holdings, LLC	Bag Construction with Side Gussets
US	Issued	11/960,371	8,944,684	Ampac Holdings, LLC	Bag Construction with Side Gussets
CA	Pending	2682446		Ampac Holdings, LLC	Bag Construction with Flat Bottom Having Removable Layer
JP	Granted	2010-600003	3,159,676	Ampac Holdings, LLC	Bag Construction with Flat Bottom Having Removable Layer
US	Issued	12570687	8277121	Ampac Holdings, LLC	Bag Construction with Flat Bottom Having Removable Layer
AU	Granted	391997	136766	Ampac Holdings, LLC	Bag for Distributing Material
JP	Granted	976636	1059836	Kapak Company, LLC*	Bag for Distributing Material
JP	Granted	976635	1080681	Kapak Company, LLC*	Bag for Distributing Material

Country	Status	Serial Number	Patent Number	Registrant	Title
US	Issued	29/143,713	D454,487	Kapak Company LLC*	Pouch for Holding Liquids
US	Issued	29/143,709	D453,295	Kapak Company LLC*	Pouch for Holding Liquids
US	Issued	29/123,916	D455,645	Kapak Company LLC*	Pouch for Holding Liquids
US	Issued	29/136,872	D448,988	Kapak Company LLC*	Stand-Up Pouch Holding Liquids
US	Issued	29/138,143	D451,804	Kapak Company LLC*	Access Entry Arrea to Flexible Pouch
US	Issued	29/149,300	D468,195	Kapak Company LLC*	Bag for Distribution of Particulate Materials Having Handle
US	Issued	29/235,339	D560,122	Kapak Company LLC*	Pouch for Holding Liquids
US	Issued	29/406,310	D664,862	Ampac Holdings, LLC	Flexible tube with gussets
US	Issued	29/406,904	D682,693	Ampac Holdings, LLC	Thin Walled Choke Proof Cap
WO	Published	US2012/045024		Ampac Holdings, LLC	Biodegradable Moisture Barrier Film
WO	Entered	US2012/064605		Ampac Holdings, LLC	Pouch with Rigid Handle and Supports
SG	Pending	11201402232X		Ampac Holdings, LLC	Pouch with Rigid Handle and Supports
EP	Pending	12847124		Ampac Holdings, LLC	Pouch with Rigid Handle and Supports
BR	Pending	BR1120140114455		Ampac Holdings, LLC	Pouch with Rigid Handle and Supports
US	Issued	13/673,293	8,992,084	Ampac Holdings, LLC	Pouch with Rigid Handle and Supports
BR	Pending	BR112014028026-6		Ampac Holdings, LLC	Pouch with Breakable Inner Compartment
EP	Pending	13787526.6		Ampac Holdings, LLC	Pouch with Breakable Inner Compartment

Country	Status	Serial Number	Patent Number	Registrant	Title
JP	Pending	2015-511450		Ampac Holdings, LLC	Pouch with Breakable Inner Compartment
US	Published	13/801,205		Ampac Holdings, LLC	Pouch with Breakable Inner Compartment
WO	Published	PCT/US2013/30972		Ampac Holdings, LLC	Pouch with Breakable Inner Compartment
EP	Pending	12847991.2		Ampac Holdings, LLC	Flexible Tube with Gussets
SG	Pending	1120140223OR		Ampac Holdings, LLC	Flexible Tube with Gussets
US	Issued	13/673,497	8,857,664	Ampac Holdings, LLC	Flexible Tube with Gussets
WO	Published	US2012/064607		Ampac Holdings, LLC	Flexible Tube with Gussets
US	Pending	29/481,300		Ampac Holdings, LLC	Flip Top Cap

*An assignment will be filed reflecting the name change of Kapak Corporation or Kapak Company, LLC (as applicable) to Ampac Flexibles, LLC.