

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3608815

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TEKNI-PLEX, INC.	11/06/2015
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE, 6TH FLOOR
Internal Address:	ATTN: AGENCY MANAGER
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9149966
Patent Number:	9062803
Patent Number:	9169058
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>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.</i>	
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Correspondent Name:	ZEYNEP GIESEKE
Address Line 1:	330 N. WABASH AVENUE, SUITE 2800
Address Line 2:	LATHAM & WATKINS LLP
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ATTORNEY DOCKET NUMBER:	035017-0024
NAME OF SUBMITTER:	ZEYNEP GIESEKE
SIGNATURE:	/zg/
DATE SIGNED:	11/10/2015
Total Attachments: 5	
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SECOND LIEN PATENT SECURITY AGREEMENT

(Patents and Patent Licenses)

SECOND LIEN PATENT SECURITY AGREEMENT, dated as of November 6, 2015, between TEKNI-PLEX, INC., a Delaware corporation (the "*Grantor*"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

WHEREAS, 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), the 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 the Grantor, including all right, title and interest of the 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, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the 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 the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License constituting Recordable Intellectual Property to which the 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.

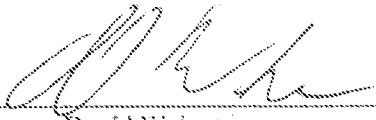
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Second Lien Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent 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.

TEKNI-PLEX, INC.

By: _____



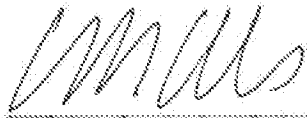
Name: David Waksman

Title: Sr. Vice President & Chief Legal Officer

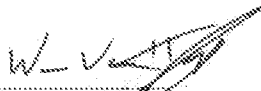
Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:



Name: Robert Hetu



Name: Warren Van Heyst

Title: Authorized Signatory Authorized Signatory

Schedule 1
to Second Lien Patent Security Agreement

TEKNI-PLEX, INC.

PATENTS

Title	Issued Date	Status (Application/Registered)	Application/Registration No.
Film Structure with High Oxygen Barrier Properties and Method for Manufacturing Such A Film Structure	06-Oct-2015	Registered	9,149,966
Extrudable Multilayer Tubing	23-Jun-2015	Registered	9,062,803
Tri-Fold Egg Carton	15-Aug-2015	Registered	9,169,058

PATENT LICENSES

None.