

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3613461

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TEKNI-PLEX, INC.	11/06/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BANK OF AMERICA, N.A., AS COLLATERAL AGENT	
<b>Street Address:</b>	4 PENN CENTER, 1600 JOHN F. KENNEDY BLVD, SUITE 1100	
<b>Internal Address:</b>	ATTENTION: CHRISTY LYNN KUKLINSKI	
<b>City:</b>	PHILADELPHIA	
<b>State/Country:</b>	PENNSYLVANIA	
<b>Postal Code:</b>	19103	
<b>PROPERTY NUMBERS Total: 3</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9149966
	Patent Number:	9062803
	Patent Number:	9169058
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(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>		
<b>Phone:</b>	3129932647	
<b>Email:</b>	zeynep.gieseke@lw.com	
<b>Correspondent Name:</b>	ZEYNEP GIESEKE	
<b>Address Line 1:</b>	330 N. WABASH AVENUE, SUITE 2800	
<b>Address Line 2:</b>	LATHAM & WATKINS LLP	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60611	
<b>ATTORNEY DOCKET NUMBER:</b>	035017-0024	
<b>NAME OF SUBMITTER:</b>	ZEYNEP GIESEKE	
<b>SIGNATURE:</b>	/zg/	
<b>DATE SIGNED:</b>	11/12/2015	
<b>Total Attachments: 5</b>		
source=ABL Patent Security Agreement#page1.tif		
source=ABL Patent Security Agreement#page2.tif		

source=ABL Patent Security Agreement#page3.tif

source=ABL Patent Security Agreement#page4.tif

source=ABL Patent Security Agreement#page5.tif

## ABL PATENT SECURITY AGREEMENT

### (Patents and Patent Licenses)

ABL PATENT SECURITY AGREEMENT, dated as of November 6, 2015, between TEKNI-PLEX, INC., a Delaware corporation (the "*Grantor*"), and BANK OF AMERICA, N.A., 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 Bank of America, N.A., 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 ABL Security Agreement, dated as of June 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*ABL Security Agreement*"), among the Borrower, the Guarantors party thereto and Bank of America, N.A., 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 ABL 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 ABL Security Agreement (or whose definitions are incorporated by reference in Section 1 of the ABL 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 ABL 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 ABL 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 ABL 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 ABL Patent Security Agreement and the provisions of the ABL Security Agreement, the provisions of the ABL Security Agreement shall govern.

[Signature Pages Follow]

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

TEKNI-PLEX, INC.

By: \_\_\_\_\_



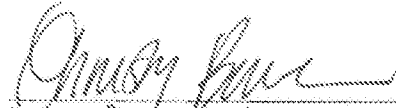
Name: David Waksman

Title: Sr. Vice President & Chief Legal Officer

Acknowledged:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:

  
Name: Christy Bowen  
Title: VP

**TEKNI-PLEX, INC.**

**PATENTS**

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

**PATENT LICENSES**

None.