

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	grant of security interest in trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIG Corpoplast GmbH & Co. KG		09/12/2007	LIMITED PARTNERSHIP: GERMANY
RECEIVING PARTY DATA			
Name:	Credit Suisse		
Street Address:	1 Cabot Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 4QJ		
Entity Type:	bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2317711	TWIN	
Registration Number:	2342274	BLOMAX	
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ATTORNEY DOCKET NUMBER:	23091-1003		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$65.00 2317711

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NAME OF SUBMITTER:	P. Scott Selig
Signature:	/P. Scott Selig/
Date:	12/10/2007

Total Attachments: 30

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C L I F F O R D
C H A N C E

Execution Copy

SIG CORPOPLAST GMBH & CO. KG

as Transferor

and

CREDIT SUISSE

as Security Trustee

SECURITY TRANSFER AND ASSIGNMENT AGREEMENT
REGARDING INTELLECTUAL PROPERTY RIGHTS
(SICHERUNGSÜBEREIGNUNG UND – ABTRETUNG
VON GEWERBLICHEN SCHUTZRECHTEN)

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This **SECURITY TRANSFER AND ASSIGNMENT AGREEMENT** (the "Agreement") is made on 12 September 2007

BETWEEN:

- (1) **SIG Corpoplast GmbH & Co. KG**, a limited partnership (*Kommanditgesellschaft*) organised under the laws of the Federal Republic of Germany having its business address at Meiendorfer Straße 203, 22145 Hamburg, Germany which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Hamburg under HRA 95246. (the "**Transferor**"); and
- (2) **Credit Suisse**, having its business address at 1 Cabot Square, London E14 4QJ, United Kingdom, in its capacity as security trustee for the Secured Parties (as defined below) under the Senior Facilities Agreement (as defined below) (the "**Agent**" or the "**Security Trustee**").

WHEREAS:

- (A) Pursuant to a EUR 825,000,000 multi-currency term and revolving senior facilities agreement dated 11 May 2007 (as amended by a resignation letter dated 16 May 2007 and a letter dated 21 June 2007) between, *inter alia*, Beverage Packaging Holdings (Luxembourg) I S.A. as company, the entities listed in Part 1 of Schedule 1 hereto as original borrowers (the "**Original Borrowers**"), the entities listed in Part 2 of Schedule 1 hereto as original guarantors (the "**Original Guarantors**"), Credit Suisse as mandated lead arranger, facility agent, security trustee, issuing bank and lender and others (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Senior Facilities Agreement**"), certain lenders (together the "**Original Lenders**") have agreed to grant certain facilities to the Original Borrowers and certain other entities which may accede to the Senior Facilities Agreement as additional borrowers.
- (B) The Transferor has agreed to transfer the Collateral (as defined below) as security for the Secured Parties' respective claims against the Obligors under or in connection with the Finance Documents (each as defined below).
- (C) The security created by or pursuant to this Agreement is to be held and administered by the Security Trustee for the Secured Parties (as defined below) pursuant to an intercreditor agreement dated 11 May 2007 (as amended by a letter dated 21 June 2007 and a further letter dated 29 June 2007) between, *inter alia*, Beverage Packaging Holdings (Luxembourg) I S.A., Rank Group Holdings Limited, Beverage Packaging Holdings (Luxembourg) II SA, Beverage

Packaging Holdings (Luxembourg) III S.à r.l., the Security Trustee and others (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Intercreditor Agreement**").

- (D) The Transferor has granted a licence for the use of the Collateral (as defined below) to SIG Technology AG.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

"Ancillary Lender" means any Lender or any affiliate of a Lender that makes available any ancillary facility in connection with the Senior Facilities Agreement.

"Collateral" means the Utility Models, the Patents, the Trademarks and the Registered Designs.

"Declared Default" means an Event of Default in respect of which the Agent has given notice of acceleration to Beverage Packaging Holdings (Luxembourg) I S.A. in accordance with Clause 29.16 of the Senior Facilities Agreement.

"Event of Default" means any event of default (*Kündigungsgrund*) under the Senior Facilities Agreement.

"Finance Documents" means the Senior Facilities Agreement, the Intercreditor Agreement, the syndication letter, any borrower and/or guarantor accession letter relating to the Senior Facilities Agreement, any letter of credit or bank guarantee relating to the Senior Facilities Agreement, any fee letters relating to the Senior Facilities Agreement, any security documents relating to the Senior Facilities Agreement, any hedging agreement entered into by a Hedge Counterparty relating to the Senior Facilities Agreement, any documents relating to the ancillary facilities made available by any Ancillary Lender and any other document that may be entered into pursuant to any of the foregoing in relation to the Senior Facilities Agreement.

"Group" means Beverage Packaging Holdings (Luxembourg) I S.A. and its direct or indirect subsidiaries (*Tochtergesellschaften*).

"Hedge Counterparty" means any person who has entered into a hedging agreement for the purpose of hedging interest rate liabilities in relation to the

Senior Facilities Agreement provided it has become a party to the Intercreditor Agreement in its capacity as hedge counterparty.

"Lenders" means the Original Lenders and any entity which may become a lender under the Senior Facilities Agreement in the future and **"Lender"** means any of them.

"Obligors" means the Original Borrowers, any entity which may accede to the Senior Facilities Agreement as an additional borrower, the Original Guarantors and any entity which may accede to the Senior Facilities Agreement as additional guarantor and an **"Obligor"** means any of them.

"Patents" (*Patente*) means all present and future patents and patent applications currently held or to be acquired by the Transferor together with the inventions described and claimed therein (including, but not limited to, those listed in Schedule 2 hereto).

"Registered Designs" (*Geschmacksmuster*) means all present and future registered designs and registered design applications, currently held or to be acquired by the Transferor (including, but not limited to, those listed in Schedule 3 hereto).

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Secured Parties under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities. The Secured Liabilities shall further include any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*).

"Secured Parties" means the Lenders (including in their capacity as issuing bank(s), ancillary bank(s) and/or Hedge Counterparty under the Senior Facilities Agreement), the Agent, the Security Trustee, any Ancillary Lender and any Hedge Counterparty.

"Trademarks" (*Marken*) means all present and future registered trademarks and trademark applications currently held or to be acquired by the Transferor (including, but not limited to, those listed in Schedule 4 hereto).

"Utility Models" (*Gebrauchsmuster*) means all present and future utility models and utility model applications currently held or to be acquired by the Transferor (including, but not limited to, those listed in Schedule 5 hereto).

1.2 Construction

In this Agreement:

1.2.1 Terms used but not defined in this Agreement have the meanings ascribed thereto in the Senior Facilities Agreement; and

1.2.2 any reference in this Agreement to a **"Clause"**, a **"sub-Clause"** or a **"Schedule"** shall, subject to any contrary indication, be construed as a reference to a Clause, a sub-Clause or a Schedule in this Agreement.

1.3 This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail.

2. **PURPOSE OF TRANSFER AND ASSIGNMENT**

The transfer of title and assignment hereunder is constituted in order to secure the prompt and complete satisfaction of any and all Secured Liabilities. The transfer of title and the assignment hereunder shall also cover any future extension of the Secured Liabilities and the Transferor herewith expressly agrees that the transfer of title and the assignment shall secure the Secured Liabilities as extended or increased from time to time.

3. **ASSIGNMENT-TRANSFER**

3.1 The Transferor hereby assigns and transfers to the Security Trustee in its capacity as Security Trustee for the benefit of the Secured Parties the Collateral and assigns and transfers all present and future rights in relation to the Collateral, including but not limited to all present and future rights arising from the granting of Licenses including all collateral and ancillary rights (including but not limited to, *Gestaltungs- und Nebenrechte*), to the Security Trustee for the benefit of the Secured Parties.

3.2 The Transferor undertakes to inform the Security Trustee

- (i) within 90 days after the date of this Agreement; and
- (ii) in relation to any Collateral which comes into existence and is registered by the Transferor after the date of this Agreement in a

jurisdiction in which no Collateral exists at the date of this Agreement, within 90 days after the end of each calendar year,

about all jurisdictions (other than Germany) in which the Collateral exists or is registered by the Transferor (the "**Other Jurisdictions**") where additional actions other than those provided for in this Agreement are necessary to effect the assignment and transfer hereunder (e.g. registrations of the assignment and transfer) or in which an assignment and transfer of the Collateral does not create valid security in favour of the Security Trustee. Upon the reasonable request of the Security Trustee (taking into account the costs to the Transferor and the benefit of the Secured Parties), the Transferor undertakes to take all actions in the required form at its own costs to ensure as far as it is possible that the assignment and transfer is valid in such Other Jurisdiction as the security Trustee has requested and that the Security Trustee will have a valid security under the laws of such Other Jurisdiction, **provided that** the Transferor shall not be required to take such requested action if it would have a material adverse effect on the ability of the Transferor to conduct its operations and business in the ordinary course as otherwise permitted by the Finance Documents. Upon reasonable request of the Security Trustee (taking into account the costs to the Transferor and the benefit of the Secured Parties), the Transferor shall without undue delay provide the Security Trustee with copies of all registrations. The Transferor hereby irrevocably authorises the Security Trustee to take all actions and to make all declarations on its behalf that are necessary or reasonable (taking into account the costs to the Transferor and the benefit of the Secured Parties) under the applicable laws in the Other Jurisdictions to ensure the validity of the assignment and transfer of the Collateral. This authority encompasses, in particular, the registration of the assignment and transfer and the assignment or transfer of a Secured Liability with the intellectual property registers in all Other Jurisdictions in which a respective registration is possible **provided that** the Security Trustee may only make use of this authorisation if the Transferor has not complied with the obligations imposed on the Transferor in this Clause 3.2 or Clause 7 within 10 business days of being notified of such failure (with a copy of such notice being sent to Beverage Packaging Holdings (Luxembourg) I S.A.) and being requested to comply or if a Declared Default has occurred. For the avoidance of doubt, nothing in this Clause 3.2 shall be construed to require the Transferor to enter into further security documents governed by the laws of any Other Jurisdiction (unless required under any other Finance Document or otherwise agreed between the Transferor and the Security Trustee).

For the avoidance of doubt, in this Clause 3.2 "costs" includes, but is not limited to, income tax cost, registration taxes payable on the creation or for the continuance of the security created hereunder, stamp duties, out-of-pocket expenses,

and other fees and expenses directly incurred by the Transferor or any of its direct or indirect owners, subsidiaries or affiliates.

- 3.3 The Security Trustee accepts the assignment and transfer of the Collateral and the present and future rights.
- 3.4 Title to present Collateral shall pass over to the Security Trustee upon execution of this Agreement, and all future Collateral shall be transferred and assigned to the Security Trustee upon its creation.
- 3.5 The Security Trustee shall be entitled to be registered in the relevant public register as owner of the Collateral only pursuant to Clause 7 and 8 at the expense of the Transferor.
- 3.6 Until realisation of the Collateral pursuant to Clause 8.1, the Transferor shall be entitled to use the Collateral in accordance with the terms of the Finance Documents. To this effect the Security Trustee grants an exclusive license to the Transferor for using the Collateral without any royalties being due therefor. The Transferor shall be entitled to grant sublicenses without prior written consent of the Security Trustee and shall inform the Security Trustee without undue delay of such sublicensing (other than in relation to any sub-licensing to SIG Finanz AG or any of its affiliates). The Transferor shall further be entitled to apply for the registration of any Collateral in its own name. Upon the occurrence of a Declared Default the Security Trustee may terminate the exclusive license granted pursuant to this Clause 3.6 with immediate effect and will substitute the Transferor as grantor of any sublicenses. Moreover, all licenses the Transferor granted to a member of the Group can be terminated by the Security Trustee upon the occurrence of a Declared Default.

4. DOCUMENTATION ON THE COLLATERAL

Upon reasonable request, the Transferor shall deliver to the Security Trustee up-to-date excerpts of the relevant registers or application confirmations concerning present and future registrations of the Collateral with the competent authorities provided, however, that before the occurrence of a Declared Default such request shall not be made more than once a year and be limited to those excerpts and applications the Security Trustee has not already received, as well as copies of any and all documents relating to court proceedings or any other challenge of the validity or use of the Collateral and correspondence with other owners of intellectual property regarding the validity and scope of the Collateral.

5. LIST OF THE COLLATERAL

- 5.1 The Transferor shall deliver to the Security Trustee within one month after the end of each calendar year and, after the occurrence of a Declared Default at any

time upon the request of the Security Trustee an updated list of the Collateral. The list or lists shall give the details set forth in Schedules 1 to 5.

- 5.2 The list or lists may be delivered to the Security Trustee in the form of a computer compact disk or in such other form as from time to time agreed between the Security Trustee and the Transferor provided that the Security Trustee may in its reasonable discretion request a computer print-out in addition to any other form.
- 5.3 The list or lists referred to in this Clause 5 are for information purposes only and if for any reason whatsoever the Collateral is not, or is incompletely contained in the list or lists presented then the transfer of the Collateral shall not be affected thereby. The Transferor shall, however, use reasonable endeavours in preparing those lists.
- 5.4 If the Transferor employs a third party for its bookkeeping and/or data-processing then, upon the occurrence of a Declared Default, the Transferor hereby authorises the Security Trustee to obtain the lists directly from such third party at the Transferor's expense.
- 5.5 The Transferor shall deliver to the Security Trustee without undue delay, but not later than ninety (90) days upon execution of this Agreement, a list of Licences to the present Collateral granted currently to third parties, whereas such list shall encompass Licences under which payments are or will become due after the effective date of this Agreement. The list shall give the details set forth in Schedules 1 to 5.

6. **RIGHT OF INSPECTION**

The Transferor undertakes to provide the Security Trustee without undue delay at its reasonable request with all information and documents, which are necessary for perfecting and, after an Declared Default, for enforcing the security created hereby.

7. REGISTRATION OF THE COLLATERAL

- 7.1 The Transferor shall deliver to the Security Trustee, not later than 90 days after the date of this Agreement, a declaration of consent (*Übertragungserklärung*) for the registration of the assignment of the present Collateral to the Security Trustee by the Transferor in the form of Schedule 6 or any other form as may be required in such Other Jurisdiction in which the Transferor is required in accordance with Clause 3.2 to perfect the assignment and transfer of the Collateral. The declaration of consent must only be in certified form (*notariell beglaubigte Form*) in those countries where such a form is necessary for the registration of the assignment of the present Collateral to the Security Trustee by the Transferor. Such declarations of consent shall only be used after the occurrence of a Declared Default or if the registration is necessary to perfect the assignment and transfer of the Collateral, in which case the Security Trustee is entitled to be registered before the occurrence of a Declared Default.
- 7.2 Notwithstanding its rights under Clause 8 hereof, the Security Trustee shall, in the event of its registration as the owner of the Collateral and to the extent reasonable, maintain the Collateral at the expense of the Transferor and exercise the rights following from the Collateral at the expense of the Transferor.
- 7.3 After the occurrence of a Declared Default or if the registration is necessary to perfect the assignment and transfer of the Collateral, the Security Trustee is entitled to be registered in the respective public register as owner of the Collateral and is entitled to arrange for its registration or changes of registration in the respective public registers as the owner of the Collateral, for and on behalf of the Secured Parties. The Transferor shall make all statements and take all actions that are required for the purpose of registration of the Security Trustee. Insofar as additional declarations or actions are necessary for the transfer of title and/or assignment of any part of the Collateral, the Transferor shall, at the Security Trustee's request, make such declarations or undertake such actions.

8. RIGHT OF ENFORCEMENT

- 8.1 If a Declared Default has occurred and if any of the Secured Liabilities has become due and payable, the Security Trustee shall be entitled to enforce this Agreement and realise the Collateral.
- 8.2 The Security Trustee will notify the Transferor in writing at least 5 (five) business days prior to the enforcement of the security granted hereunder. No such notice shall be required if (i) the Transferor has generally ceased to make payments, (ii) an application for the institution of insolvency proceedings is filed by or against the Transferor or (iii) the Security Trustee has reasonable grounds to believe that observance of the notice period would adversely affect the legitimate interests (*berechtigte Interessen*) of the Security Trustee.

- 8.3 In the case of a sale, the Transferor shall promptly provide the Security Trustee with all documents of title and other documents relating to the Collateral.
- 8.4 At any time after the occurrence of an enforcement event as described in sub-clause 8.1, the Security Trustee has the right to sell all or part of the Collateral by way of private sale to the extent necessary to satisfy any outstanding Secured Liabilities, it being understood that the Security Trustee shall apply the proceeds of such realisation towards the Secured Liabilities in accordance with the Inter-creditor Agreement.
- 8.5 On becoming entitled to enforce the security interest created hereunder in accordance with Clause 8.1 above the Security Trustee may request the Transferor to sell the Collateral for and on its behalf and the Transferor shall promptly comply with such request.
- 8.6 If the Security Trustee sells the Collateral pursuant to this Clause 8 it may take all measures and enter into all agreements which it commercially reasonably considers to be expedient in connection therewith.
- 8.7 Notwithstanding sub-Clause 8.4, the Security Trustee may, following the occurrence of a Declared Default, in its sole discretion, determine which of several security interests (created under this or other security agreements) shall be used to satisfy the Secured Liabilities.
- 8.8 Given the non-accessory nature of this security, the Transferor has no defences of revocation and set-off and no defences based on defences any Obligor might have against the Secured Liabilities. The Security Trustee is not required to proceed against or enforce any other rights or security before enforcing the security created hereunder.
- 8.9 The Transferor shall not at any time before, on or after an enforcement of the security created hereunder and as a result of the Transferor entering into this Agreement, be entitled to demand indemnification or compensation from any other Obligor or to assign any of these claims.

9. LIMITATIONS ON ENFORCEMENT

- 9.1 The Security Trustee shall be entitled to enforce the rights created under this Agreement without limitation in respect of:
- (a) all and any amounts which are owed under the Finance Documents by the Transferor itself or by any of its subsidiaries; and
 - (b) all and any amounts which correspond to funds that have been borrowed under the Finance Documents or amounts borrowed or documentary credits or other financial accommodation provided under any Ancillary

Facility, in each case to the extent on-lent or otherwise passed on to, or issued for the benefit of, the Transferor or any of its subsidiaries, or for the benefit of any of their creditors and in each case not repaid and outstanding from time to time

(in aggregate, the "Unlimited Enforcement Amount").

- 9.2 Besides an enforcement in respect of the Unlimited Enforcement Amount applicable to the Transferor pursuant to Clause 9.1 above, the Security Trustee shall not be entitled to enforce the rights created under this Agreement against the Transferor if and to the extent that:
- (a) the rights created under this Agreement secure the obligations of an Obligor which is (x) a shareholder of the Transferor or (y) an affiliated company (*verbundenes Unternehmen*) within the meaning of section 15 of the German Stock Corporation Act (*Aktiengesetz*) of a shareholder of the Transferor (other than the Transferor and its subsidiaries); and
 - (b) the enforcement would have the effect of (x) reducing the net assets (*Reinvermögen*) of the Transferor's general partner (*Komplementär*) (the "Net Assets") to an amount of less than its general partner's (*Komplementär*) stated share capital (*Stammkapital*) or, if the Net Assets are already an amount of less than its general partner's (*Komplementär*) stated share capital, of causing such amount to be further reduced and (y) would thereby affect the assets required for the obligatory preservation of the stated share capital (*Stammkapital*) of the Transferor's general partner (*Komplementär*) according to section 30, 31 German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*) **provided that** the amount of the stated share capital to be taken into consideration shall be the amount registered in the commercial register at the date hereof, and any increase of the stated share capital registered after the date of this Agreement shall only be taken into account if such increase has been effected with the prior written consent of the Agent.
- 9.3 The Net Assets shall be calculated as an amount equal to the sum of the values of the assets of the Transferor's general partner (*Komplementär*) (consisting of all assets which correspond to the items set forth in section 266 sub-section(2) A, B and C of the German Commercial Code (*Handelsgesetzbuch*) less the aggregate amount of the liabilities of the Transferor's general partner (*Komplementär*) (consisting of all liabilities and liability reserves which correspond to the items set forth in section 266 sub-section(3) B, C and D of the German Commercial Code), save that:

- (a) any asset that is shown in the balance sheet with a book value (*Buchwert*) that is significantly lower than the market value of such asset and that is not necessary for the Transferor's business (*nicht betriebsnotwendig*) shall be taken into account with its market value;
- (b) obligations under loans provided to the Transferor and/or its general partner (*Komplementär*) by any member of the Group or any other affiliated company shall not be taken into account as liabilities if such loans are subordinated or are considered subordinated pursuant to section 32a of the German Limited Liability Companies Act (*GmbHG*); and
- (c) obligations under loans or other contractual liabilities incurred by the Transferor and/or its general partner (*Komplementär*) in violation of the provisions of the Finance Documents shall not be taken into account as liabilities.

The Net Assets shall be determined in accordance with the generally accepted accounting principles applicable from time to time in Germany (*Grundsätze ordnungsmäßiger Buchführung*) and be based on the same principles that were applied by the Transferor in the preparation of its most recent annual balance sheet (*Jahresbilanz*).

9.4 The limitations set out in Clause 9.2 above shall only apply if and to the extent that:

- (a) without undue delay, but not later than within 5 business days, after receipt of a notification by the Security Trustee of its intention to enforce any of the rights created under this Agreement (the "**Notice**"), the Transferor has confirmed in writing to the Security Trustee (x) to what extent such rights are up-stream or cross-stream security as described in Clause 9.2 above and (y) which amount of such up-stream or cross-stream security cannot be enforced as it would cause the net assets of the Transferor to fall below its stated share capital (taking into account the adjustments set out in Clause 9.3 above) and such confirmation is supported by evidence reasonably satisfactory to the Security Trustee (the "**Management Determination**") and the Security Trustee has not contested this and argued that no or a lesser amount would be necessary to maintain the Transferor's stated share capital; or
- (b) within 20 business days from the date the Security Trustee has contested the Management Determination, the Security Trustee receives an up to date balance sheet prepared by a firm of auditors of international standard and reputation which shows the value of the Net Assets of the Transferor's general partner (*Komplementär*) (the "**Balance Sheet**"). The

Balance Sheet shall be prepared in accordance with the principles set out in Clause 9.3 above and shall contain further information (in reasonable detail) relating to items to be adjusted pursuant to Clause 9.3 above. If the Transferor fails to deliver a Balance Sheet within the aforementioned time period, the Security Trustee shall be entitled to enforce the rights created under this Agreement irrespective of the limitations set out in Clause 9.2 above.

- 9.5 If the Security Trustee disagrees with the Balance Sheet, it shall be entitled to enforce the rights created under this Agreement up to the amount which, according to the Balance Sheet, can be enforced in compliance with the limitations set out in Clause 9.2 above. In relation to any additional amounts for which the Transferor is liable under this Agreement, the Security Trustee shall be entitled to further pursue their claims (if any) and the Transferor shall be entitled to prove that this amount is necessary for maintaining the stated share capital of the Transferor's general partner (*Komplementär*) (calculated as of the date the Security Trustee has given notice of its intention to enforce the security created under this Agreement).
- 9.6 No reduction of the amount enforceable under this Clause 9 will prejudice the right of the Security Trustee to continue enforcing the rights created under this Agreement (subject always to the operation of the limitations set out above at the time of such enforcement) until full satisfaction to the claims secured.

10. REPRESENTATIONS AND WARRANTIES

The Transferor hereby represents and warrants to the Security Trustee by way of an independent guarantee (*selbständiges Garantieverprechen*) that on the date of this Agreement:

- 10.1 the Transferor is validly existing and neither unable to pay its respective debts when due (*zahlungsunfähig*), over-indebted (*überschuldet*) or deemed unable to pay its debts as they fall due (*drohend zahlungsunfähig*) (all within the meaning of Sections 17 to 19 of the German Insolvency Act (*Insolvenzordnung*)) nor subject to any insolvency proceedings (*Insolvenzverfahren*) or any refusal to open insolvency proceedings due to a lack of assets (*Abweisung mangels Masse*) (within the meaning of Section 26 of the German Insolvency Act);
- 10.2 the Collateral is valid and (to the extent possible) validly applied for, respectively and owned by the Transferor;
- 10.3 the transferability of the Collateral is not restricted in any way (other than by operation of mandatory law or the specific nature of the relevant Collateral);

- 10.4 the Collateral is to its best knowledge currently not subject to any material opposition, nullity, infringement or cancellation proceeding before any registration authority or court in any jurisdiction and there is no reason or circumstance to anticipate any such challenge; and
- 10.5 the lists contained in Schedules 1 to 5 show the entire substantial Collateral that is protected for the Transferor and the factual information contained therein is true accurate and correct in all material respects.

11. **UNDERTAKINGS**

Unless otherwise permitted by the Senior Facilities Agreement or any other Finance Document, during the term of this Agreement, the Transferor undertakes to the Security Trustee:

- 11.1 to inform the Security Trustee in writing promptly of any attachments (*Pfändung*) of which it becomes aware in respect of any and all of the Collateral. In the event of an attachment, the Transferor undertakes to forward to the Security Trustee without undue delay a copy of the attachment order (*Pfändungsbeschluss*), the garnishee order (*Überweisungsbeschluss*) and all other documents necessary for a defence against the attachment. The Transferor shall inform the attaching creditor without undue delay about the Security Trustee's security interests;
- 11.2 not to dispute the validity of the Collateral or of new applications for registration with regard to the Collateral;

- 11.3 unless otherwise permitted under the Finance Documents and if failure to do the following could reasonably be expected to have a material adverse effect, to make all statements and take all actions at its own expense which are reasonably required in order to maintain the registration of the Collateral in the ordinary course of business, including the payment of renewal fees, and have the Collateral registered if not registered so far and necessary to maintain the legal title therein and to deliver to the Security Agent at its reasonable request copies of the respective documents evidencing such actions;
- 11.4 to inform the Security Trustee without undue delay if third parties materially dispute or challenge the validity of any of the Collateral or materially allege that any of the Collateral violates the rights of third parties, and assert all claims and to litigate if this is required for the defence against such claims. Following the occurrence of a Declared Default the Transferor agrees that the Security Trustee may take over any judicial or extra judicial proceedings upon reasonable request and at the Transferor's expense; and
- 11.5 to inform the Security Trustee without undue delay, if third parties infringe any of the Collateral in a way which could reasonably be expected to have a material adverse effect on the Security Trustee's and/or the Secured Parties' rights relating to the Collateral. The Transferor shall, acting commercially reasonably and considering the legitimate interest of the Security Trustee and the Secured Parties, prosecute such infringement in its own name and at its own expense. All compensation claims becoming due after the date hereof become part of the Collateral. Following the occurrence of a Declared Default the Security Trustee and/or the Secured Parties may take over any judicial or extra judicial proceedings upon request and at the Transferor's expense.

12. **BOOKKEEPING AND DATA-PROCESSING**

- 12.1 If proof or documents which are necessary to identify the Collateral have been handed over by the Transferor to a third party (in particular a bookkeeping firm or a tax consultant) the Transferor hereby assigns to the Security Trustee, who hereby accepts such assignment, its right to demand from such third party the return of the proof and documents. The Security Trustee will only make use of such right upon the occurrence of a Declared Default. Upon the occurrence of a Declared Default, the Transferor hereby undertakes to instruct the third party to provide the Security Trustee upon its demand with such information and documents which are necessary to perfect and/or enforce the security created hereby.
- 12.2 If details concerning the Collateral or any part thereof have been stored in an electronic data-processing system, then, upon the occurrence of a Declared Default the Transferor shall allow the Security Trustee access to the computer, including the peripheral equipment and all data concerning the Collateral or such

part thereof. Moreover, software operators shall be made available insofar as so required, and any assistance required shall be provided to the Security Trustee. If a third party handles the electronic processing of data, the Transferor hereby assigns to the extent legally possible to the Security Trustee, who hereby accepts such assignment, all rights against such third party relating to these services, and instructs such third party to handle the processing of data for the Security Trustee upon its demand as it did for the Transferor. The Security Trustee shall only make use of such rights if a Declared Default has occurred.

- 12.3 At all times prior to the occurrence of a Declared Default, the Security Trustee authorises the Transferor to exercise the rights assigned to the Security Trustee pursuant to Clause 12.1 and Clause 12.2 above.

13. **FURTHER ASSURANCE**

Insofar as additional declarations or actions are necessary for the transfer of title of any part of the Collateral the Transferor shall, at the Security Trustee's request, acting reasonably, make such declarations or undertake such actions; it being understood that the Security Trustee may only demand registration of the transfer of title if a Declared Default has occurred, unless the registration is necessary to perfect the assignment and transfer of the Collateral, in which case the Trustee is entitled to be registered before the occurrence of a Declared Default.

14. **DURATION AND INDEPENDENCE**

- 14.1 This Agreement shall create a continuing security and no change, amendment, or supplement whatsoever in the Finance Documents or in any document or agreement relating to any of the Finance Documents shall affect the validity or the scope of this Agreement nor the obligations, which are imposed on the Transferor pursuant to it.
- 14.2 This Agreement is independent from any other security or guarantee which may have been or will be given to the Secured Parties or the Security Trustee. None of such other security shall prejudice, or shall be prejudiced by, or shall be merged in any way with, this Agreement.
- 14.3 Waiving Section 418 of the German Civil Code (applied by analogy), the Transferor hereby agrees that the security created hereunder shall not be affected by any transfer or assumption of the Secured Liabilities to, or by, any third party.

15. **RELEASE (SICHERHEITENFREIGABE)**

Upon complete and irrevocable satisfaction of the Secured Liabilities, the Security Trustee will as soon as reasonably practicable at the cost and expense of the Transferor retransfer and re-assign the Collateral and all other rights and claims assigned or transferred to it pursuant to this Agreement to the Transferor and

surrender the excess proceeds, if any, resulting from any sale of the Collateral. The Security Trustee will, however, transfer any of the Collateral to a third person if so required by law.

At any time when the total value of the aggregate security granted by the Transferor and the other Obligor to secure the Secured Liabilities (the "Security") which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*) exceeds 110% of the Secured Liabilities (the "Limit"), the Security Trustee shall on demand of the Transferor release such part of the Security (*Sicherheitenfreigabe*) as the Security Trustee may in its reasonable discretion determine so as to reduce the realisable value of the Security to the Limit.

16. PARTIAL INVALIDITY, WAIVER

16.1 If at any time, any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, such provision shall as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof or of such provisions in any other jurisdiction. The invalid, illegal or unenforceable provision shall be deemed replaced with a valid, legal or enforceable provision which comes as close as possible to the original intent of the parties and the invalid, illegal or unenforceable provision. Should a gap (*Regelungslücke*) become evident in this Agreement, such gap shall, without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof, be deemed to be filled in with such provision as comes as close as possible to the original intent of the parties.

16.2 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

17. AMENDMENTS

Changes and amendments to this Agreement including this Clause 17 shall be made in writing.

18. NOTICES AND THEIR LANGUAGE

18.1 Each notice or other communication to be given or made by a party under this Agreement shall be given or made in accordance with the Senior Facilities Agreement.

18.2 The initial address, fax number and person(s) or department for any notice or communication under or in connection with this Agreement are set out below:

For the Transferor: **SIG Corpoplast GmbH & Co. KG**

Address: Meiendorfer Straße 203,
22145 Hamburg,
Germany

Fax: +49 40 67907300

Attention: Geschäftsführung

with a copy to:

Address: c/o Burns Philp
Level 23
56 Pitt Street
Sydney, NSW
Australia

Fax: +61 2 9247 3272

Attention: Helen Golding

For the Security Trustee: **Credit Suisse**

Address: 1 Cabot Square
London E14 4QJ
United Kingdom

Fax: +44 207 888 8398

Attention: Loans Agency, Desmond
Yeo / Alexander Lim

19. **APPLICABLE LAW, JURISDICTION**

19.1 This Agreement is governed by the laws of the Federal Republic of Germany.

19.2 The place of jurisdiction for any and all disputes arising under or in connection with this agreement shall be the district court (*Landgericht*) in Frankfurt am Main. The Security Trustee however, shall also be entitled to take action against the Transferor in any other court of competent jurisdiction. Further, the taking of proceedings against the Transferor in any one or more jurisdictions shall not

preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

20. **CONCLUSION OF THIS AGREEMENT (*VERTRAGSCHLUSS*)**

- 20.1 The parties to this Agreement may choose to conclude this Agreement by an exchange of signed signature page(s), transmitted by means of telecommunication (*telekommunikative Übermittlung*) by fax or attached as an electronic photocopy (pdf, tif, etc.) to an e-mail.
- 20.2 If the parties to this Agreement choose to conclude this Agreement pursuant to sub-Clause 20.1 above, they will transmit the signed signature page(s) of this Agreement to the attention of Dr. Bettina Steinhauer/Philipp Kropatscheck (the "**Recipient**"). The Agreement will be considered concluded once the Recipient has actually received the signed signature page(s) (*Zugang der Unterschriftsseite(n)*) from all parties to this Agreement and at the time of the receipt of the last outstanding signature page(s).
- 20.3 For the purposes of this Clause 20 only, the parties to this Agreement appoint the Recipient as their attorney (*Empfangsvertreter*) and expressly allow (*gestatten*) the Recipient to collect the signed signature page(s) from all and for all parties to this Agreement. For the avoidance of doubt, the Recipient will have no further duties connected with its position as Recipient. In particular, the Recipient may assume the conformity to the authentic original(s) of the signature page(s) transmitted to it by means of telecommunication, the genuineness of all signatures on the original signature page(s) and the signing authority of the signatories.

SCHEDULE 1
List of Original Borrowers and Original Guarantors

Part 1 – the Original Borrowers

Beverage Packaging Holdings (Luxembourg) I S.A.

SIG Euro Holding AG & Co. KGaA

SIG Combibloc Holding GmbH

SIG Combibloc Vermögensverwaltungs-GmbH

SIG Combibloc Systems GmbH

SIG Plastics Holding GmbH

SIG Austria Holding GmbH

Part 2 – the Original Guarantors

Beverage Packaging Holdings (Luxembourg) I S.A.

Rank Group Holdings Limited

Beverage Packaging Holdings (Luxembourg) III S.à r.l.

SIG Euro Holding AG & Co. KGaA

SIG Combibloc Holding GmbH

SIG Combibloc Vermögensverwaltungs-GmbH

SIG Combibloc Systems GmbH

SIG Plastics Holding GmbH

SIG Asbofill GmbH

SIG Beverages Germany GmbH

SIG Combibloc Beteiligungs-GmbH

SIG Combibloc GmbH

SIG Combibloc Zerspanungstechnik GmbH

SIG Information Technology GmbH

SIG International Services GmbH

SIG Vietnam Beteiligungs GmbH

SIG Plasmax GmbH

SIG Corpoplast GmbH & Co. KG

SIG Moldtec GmbH & Co. KG

SIG Real Estate GmbH & C. KG

SIG Combibloc GmbH (Austria)

SIG Combibloc GmbH & Co. KG

SIG Austria Holding GmbH

SCHEDULE 2
List of Patents

Status: August 2007

SIG Technology
Patentlist

SIG Corpoplast

SIG Corpoplast GmbH & Co. KG	KC 59 EU	15.04.1992	Blaestation - Membranplatte	EU	EP 0 565 916
SIG Corpoplast GmbH & Co. KG	KC 59 USA	15.04.1992	Blaestation - Membranplatte	USA	5.411.391
SIG Corpoplast GmbH & Co. KG	KC 59 JP	15.04.1992	Blaestation - Membranplatte	JP	5(1995)-64481
SIG Corpoplast GmbH & Co. KG	KC 60 EU	15.04.1992	Blaestation - Formträger	EU	EP 0 565 917
SIG Corpoplast GmbH & Co. KG	KC 65 DE	02.12.1993	Shelf-life - Verbesserung	DE	195.45.024.8
SIG Corpoplast GmbH & Co. KG	KC 65 EU	02.12.1993	Shelf-life - Verbesserung	EU	EP 0 868 282
SIG Corpoplast GmbH & Co. KG	KC 65 USA	02.12.1993	Shelf-life - Verbesserung	USA	6.168.749
SIG Corpoplast GmbH & Co. KG	KC 66 EU	06.03.1996	Unrunde Flasche, schrittweises Heizen	EU	EP 0 958 124
SIG Corpoplast GmbH & Co. KG	KC 66 USA	06.03.1996	Unrunde Flasche, schrittweises Heizen	USA	6.287.507
SIG Corpoplast GmbH & Co. KG	KC 67 PH	15.06.1996	E-Verfahren, 3-Kreis-Temperaturung	PH	54602
SIG Corpoplast GmbH & Co. KG	KC 68 DE	11.10.1996	Transportdrom mit Teilen aus Kunststoff	DE	196.41.943.3
SIG Corpoplast GmbH & Co. KG	KC 73 DE	11.06.1997	Strahlerekskursion	DE	197.24.621.4
SIG Corpoplast GmbH & Co. KG	KC 79 EU	24.12.1997	Preferential Heating - Bewegungssteuerung	EU	EP 1 042 113
SIG Corpoplast GmbH & Co. KG	KC 79 USA	24.12.1997	Preferential Heating - Bewegungssteuerung	USA	6.514.448
SIG Corpoplast GmbH & Co. KG	KC 81 DE	16.02.1999	Doppelkavitäts-Blasstation mit verschwenkbaren Tracarmen	DE	198.43.053.1
SIG Corpoplast GmbH & Co. KG	KC 90 DE	25.06.1999	Formaufhängung	DE	199.29.033.4
SIG Corpoplast GmbH & Co. KG	KC 90 EU	25.06.1999	Formaufhängung	EU	EP 1 189 740
SIG Corpoplast GmbH & Co. KG	KC 90 USA	25.06.1999	Formaufhängung	USA	6.729.868
SIG Corpoplast GmbH & Co. KG	KC 90 EU-II	25.06.1999	Formaufhängung	EU	EP 1 312 459
SIG Corpoplast GmbH & Co. KG	KC 92 DE	21.07.1999	Heiße Blasluft	DE	199.34.320.9
SIG Corpoplast GmbH & Co. KG	KC 93 DE	27.07.1999	Doppelkavität - Eingabe	DE	199.35.287.4
SIG Corpoplast GmbH & Co. KG	KC 93 EU	27.07.1999	Doppelkavität - Eingabe	EU	EP 1 206.342
SIG Corpoplast GmbH & Co. KG	KC 94 DE	27.07.1999	Doppelkavität - Abstandsänderung	DE	199.35.266.6
SIG Corpoplast GmbH & Co. KG	KC 94 EU	27.07.1999	Doppelkavität - Abstandsänderung	EU	EP 1 196 278
SIG Corpoplast GmbH & Co. KG	KC 94 USA	27.07.1999	Doppelkavität - Abstandsänderung	USA	6.770.238
SIG Corpoplast GmbH & Co. KG	KC 95 DE	27.07.1999	Druckteilung im PanCake	DE	199.44.111.1
SIG Corpoplast GmbH & Co. KG	KC 95 EU	27.07.1999	Druckteilung im PanCake	EU	EP 1 230 079
SIG Corpoplast GmbH & Co. KG	KC 96 DE	27.07.1999	Wandertücke	DE	199.48.474.0
SIG Corpoplast GmbH & Co. KG	KC 96 EU	27.07.1999	Wandertücke	EU	EP 1 226 017
SIG Corpoplast GmbH & Co. KG	KC 102 DE	08.07.2000	Multiplung für Bodenformen	DE	100.33.412.1
SIG Corpoplast GmbH & Co. KG	KC 102 EU	08.07.2000	Multiplung für Bodenformen	EU	EP 1 289 223
SIG Corpoplast GmbH & Co. KG	KC 102 USA	08.07.2000	Multiplung für Bodenformen	USA	6.944.810.0
SIG Corpoplast GmbH & Co. KG	KC 107 EU	30.04.2001	Lüftersteuerung	EU	EP 1 363 636
SIG Corpoplast GmbH & Co. KG	KC 107 USA	30.04.2001	Lüftersteuerung	USA	10/476.426
SIG Corpoplast GmbH & Co. KG	KC 109 DE	29.06.2001	Hochdruckventil-Ventilschaft	DE	101.31.556.2
SIG Corpoplast GmbH & Co. KG	KC 109 EU	29.06.2001	Hochdruckventil-Ventilschaft	EU	EP 1 281 901
SIG Corpoplast GmbH & Co. KG	KC 109 USA	29.06.2001	Hochdruckventil-Ventilschaft	USA	6.895.280
SIG Corpoplast GmbH & Co. KG	KC 110 DE	29.06.2001	Hochdruckventil - Material	DE	101.31.557.0
SIG Corpoplast GmbH & Co. KG	KC 110 EU	29.06.2001	Hochdruckventil - Material	EU	EP 1 271 029
SIG Corpoplast GmbH & Co. KG	KC 110 USA	29.06.2001	Hochdruckventil - Material	USA	10/183.424
SIG Corpoplast GmbH & Co. KG	KC 112 DE	01.09.2001	Drei-Kreis-Verteiler	DE	101.42.988.6
SIG Corpoplast GmbH & Co. KG	KC 112 EU	01.09.2001	Drei-Kreis-Verteiler	EU	EP 1 288 557
SIG Corpoplast GmbH & Co. KG	KC 114 DE	18.09.2001	Drehrichtung für Flaschen	DE	101.46.232.8
SIG Corpoplast GmbH & Co. KG	KC 114 EU	18.09.2001	Drehrichtung für Flaschen	EU	EP 1 297 942
SIG Corpoplast GmbH & Co. KG	KC 115 DE	15.09.2001	Schaltbare Kupplung des Recksystems	DE	101.45.579.8

SCHEDULE 3
List of Registered Designs

Registered Design or Design Application	Registration – No (or Application-No. where the Design has not yet been granted)	Brief Description

Currently None

**SCHEDULE 4
List of Trademarks**

Product Trademarks 2007										
Mark	Class	Country	Appl. No.	Pub. No.	Pub. Date	Reg. No.	Reg. Date	Opp. No.	Opp. Date	Remarks
SIG Corp. GmbH	Corpoplast	De	871211	23 07 1970	28.02.2010					Klickow
	Corpoplast	AU	A237046	29.11.1971	10.03.2005					Klickow
	Corpoplast	GB	959439	29.09.1971	10.03.2005					Klickow
	Corpoplast	JP	3125423	29.02.1986	28.02.2006					Klickow
	Corpoplast	SE	132486	21.08.1980	21.08.2010					Klickow
	Corpoplast	Int.	370148	14.08.1970	16.06.2010					Klickow
	Twin	DE	39644331	19.12.1996	31.10.2006					Klickow
	Twin	US	2317711	15.02.2000	15.02.2010					Klickow
	Twin	BR	?	11.03.1988						Reg. Pending
	Twin	Int.	687015	12.03.1988	14.10.2007					Klickow
	Twin Blower	DE	396443330	19.12.1986	31.10.2006					Klickow
	Ecoshell	DE	38712642	09.07.1997	31.03.2007					Klickow
	Peticoat	DE	38915943	03.05.1989	31.03.2009					Klickow
	Blomax	DE	39720126	15.10.1997	31.05.2007					Klickow
	Blomax	US	2342274	18.04.2000	18.04.2010					Klickow
	Blomax	JP	4453707	16.02.2001	16.02.2011					Klickow
	Blomax	BR	821006021	11.09.2001	11.09.2011					Klickow
	Blomax	Int.	690797	14.05.1988	24.02.2008					Klickow
	LB	DE	30141218	14.03.2002	06.07.2011					Klickow
	SERIE III	EU	23 38 630	11.09.2002	14.08.2011					Klickow
	SERIE 3	EU	23 38 614	11.09.2002	14.08.2011					Klickow
	SERIE 4	EU	23 38 333	23.08.2002	14.08.2011					Klickow
	SERIE 3	EU	23 38 150	11.09.2002	14.08.2011					Klickow
	SERIE 3	EU	23 44 646	23.08.2002	20.08.2011					Klickow
	SERIE 4	EU	23 44 703	11.09.2002	20.08.2011					Klickow
	SERIE 4	EU	23 455 44	23.08.2002	20.08.2011					Klickow
	SERIE 4	EU	23 459 24	23.08.2002	20.08.2011					Klickow
	PET POINTER	DE	301 54 388	09.04.2002	12.09.2011					Klickow
	PET POINTER	DE	301 54 391	05.04.2002	12.09.2011					Klickow
	PET-POINTER	DE	301 54 390	08.04.2002	12.09.2011					Klickow
	PET-Pointer	DE	301 564 389	05.04.2002	12.09.2011					Klickow
Neuhäuser, August 2007										
Ursula Narr - SIG Holding AG - Corporate Communications - Trademark Administration										

SCHEDULE 5
List of Utility Models

Utility Model or Utility Model Application	Registration – No. (or Application-No. where the Utility Model has not yet been granted)	Brief Description

Currently none

SCHEDULE 6
Übertragungserklärung
(Declaration of Assignment)

Die unterzeichnende Firma

The undersigning company

SIG Corpoplast GmbH & Co. KG

überträgt hiermit mit allen Rechten und Pflichten die in den Anlagen hierzu aufgelisteten [Patente/Gebrauchsmuster/Marken/Geschmacksmuster] (sowie der Anmeldungen) (die "**Schutzrechte**")

herewith assigns and transfers with all rights and duties relating to the [patents/utility models/trademarks/design rights] (including any applications) listed in the schedules hereto (the "**IP Rights**")

auf/to

Credit Suisse
1 Cabot Square
London E14 4QJ
United Kingdom

und erklärt sich gleichzeitig mit der Umschreibung der Schutzrechte auf die Erwerberin einverstanden.

and agrees that the assignment of the IP Rights is recorded in the [Patent/Trademark] Office.

Ort/Datum:.....

Place/Date:.....

Unterschrift/Signature:.....

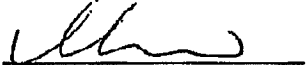
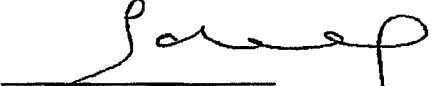
Anhang (Liste der Patente und Marken nebst Anmeldungen)

Signature Page

This SECURITY TRANSFER AND ASSIGNMENT AGREEMENT has been entered into on the date stated at the beginning by:

SIG CORPOPLAST GMBH & CO. KG
as Transferor

acting through its general partner (*Komplementär*) SIG Beverages Germany GmbH

By: <u></u>	By: <u></u>
Name: Sarah Snow	Name: Elizabeth Snow
Title: Authorized Signatory	Title: Authorized Signatory

CREDIT SUISSE
as Security Trustee

By: _____	By: _____
Name:	Name:
Title:	Title:

Acknowledged and agreed

SIG TECHNOLOGY AG

By: _____	By: _____
Name:	Name:
Title:	Title:

Signature Page

This **SECURITY TRANSFER AND ASSIGNMENT AGREEMENT** has been entered into on the date stated at the beginning by:

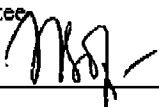
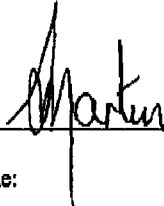
SIG CORPOPLAST GMBH & CO. KG

as Transferor

acting through its general partner (*Komplementär*) **SIG Beverages Germany GmbH**

By: _____	By: _____
Name:	Name:
Title:	Title:

CREDIT SUISSE
as Security Trustee

By: _____ 	By: _____ 
Name:	Name:
Title:	Title:

Acknowledged and agreed

SIG TECHNOLOGY AG

By: _____	By: _____
Name:	Name:
Title:	Title:

Signature Page

This SECURITY TRANSFER AND ASSIGNMENT AGREEMENT has been entered into on the date stated at the beginning by:

SIG CORPOPLAST GMBH & CO. KG
as Transferor

acting through its general partner (*Komplementär*) **SIG Beverages Germany GmbH**

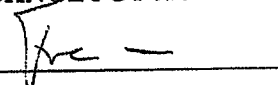
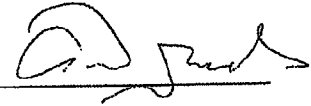
By: _____	By: _____
Name:	Name:
Title:	Title:

CREDIT SUISSE
as Security Trustee

By: _____	By: _____
Name:	Name:
Title:	Title:

Acknowledged and agreed

SIG TECHNOLOGY AG

By: <u></u>	By: <u></u>
Name: <i>Elmar Franzen</i>	Name: <i>Anton Demantelli</i>
Title:	Title: <i>Managing Director</i>