TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kerr Group, Inc.		06/03/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	222 S. Riverside Plaza
Internal Address:	MS CH105-2900
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2198183	CLEAR PICTURE
Registration Number:	1133139	CR-I
Registration Number:	2290365	CR-III
Registration Number:	2201996	FRIENDLY & SAFE
Registration Number:	1487001	JEL 'N JAM
Registration Number:	503109	KERR
Registration Number:	503110	KERR
Registration Number:	1465528	KERR
Registration Number:	1891932	KERR
Registration Number:	2290366	SCRIPTVISION
Registration Number:	1401239	SETCO
Registration Number:	2779773	TAB-II
Registration Number:	1174234	TP

OP $365.00 2198183

Serial Number:	78625945	VENT BAND

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	06/17/2005

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 3, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS ("Deutsche Bank"), as collateral agent for the Secured Parties (in such capacity, as "Collateral Agent") (as defined in the Credit Agreement referred to below).

WHEREAS, KERR GROUP, INC., a Delaware corporation, and its subsidiaries, PLASTICS FUNDING CORPORATION, a Delaware corporation, SAFFRON ACQUISITION CORP., a Delaware corporation, SUN COAST INDUSTRIES, INC., a Delaware corporation, SETCO, LLC (f/k/a Kerr Acquisition Sub I, LLC), a Delaware limited liability company, TUBED PRODUCTS, LLC (f/k/a Kerr Acquisition Sub II, LLC) a Delaware limited liability company, have entered into the amended Credit Agreement, dated as of June 3, 2005 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, Goldman Sachs Credit Partners L.P. and JPMorgan Chase Bank, as Co-Syndication Agents, Deutsche Bank as Administrative Agent, Collateral Agent, an Issuing Bank and Swing Line Lender, Fleet National Bank, as an Issuing Bank and predecessor Swing Line Lender, and The Royal Bank of Scotland and General Electric Capital Corporation, as Co-Documentation Agents.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Reaffirmation and Counterpart Agreement, dated as of June 3, 2005 (the "Reaffirmation"), which, among other things, amends and restates the schedules to that certain Pledge and Security Agreement, dated as of July 22, 2002, in favor of the Collateral Agent (as reaffirmed and amended by the Reaffirmation and as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Pledge and Security Agreement, and, if not therein defined, in the Credit Agreement

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SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, except to the extent the grant of the security interest would give rise to the abandonment of any application, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights"); and

(d) any and all proceeds of the foregoing.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

KERR GROUP, INC.

By: _____
Name: James M. Kratochvil
Title: EVP and CFO

PLASTICS FUNDING CORPORATION

By: _____
Name: James M. Kratochvil
Title: EVP and CFO

SAFFRON ACQUISITION CORP.

By: _____
Name: James M. Kratochvil
Title: EVP and CFO

SUN COAST INDUSTRIES, INC.

By: _____
Name: James M. Kratochvil
Title: EVP and CFO

SETCO, LLC (f/k/a Kerr Acquisition Sub I, LLC)

By: _____
Name: James M. Kratochvil
Title: EVP and CFO

(signatures continue on next page)

TUBED PRODUCTS, LLC (f/k/a Kerr Acquisition Sub II, LLC)

By: _____
Name: James M. Katochvil
Title: EVP and CFO

(signatures continue on next page)
[Intellectual Property Security Agreement]

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SCHEDULE I
To
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

KERR GROUP INC.

Kerr Group Inc. Title	Application No. Filing Date	Patent No. Issue Date	Comments
Tamper-evident child-resistant closure	06/770,681 08/29/85	4,598,833 07/08/86	None.
Process for forming a two part closure	06/771,952 09/03/85	4,683,016 07/28/87	None.
Two part closure	06/771,964 09/03/85	4,637,519 01/20/87	None.
Tamper-evident closure	07/095,547 09/11/87	4,807,771 02/28/89	None.
Dispensing closure having an interior sealing sleeve, a threaded sleeve engaging a threaded tube and stop blocks limiting twisting of the closures	07/427,993 10/27/89	4,964,548 10/23/90	None.
Low reverse torque closure assembly	07/991,053 12/15/92	5,280,842 01/25/94	None.
Flip top closure	08/049,914 04/20/93	5,348,201 09/20/94	None.
Measuring scoop	08/248,046 05/24/94	5,445,022 08/29/95	None.
Closure with stay-open lid	08/249,769 05/26/94	5,588,546 12/31/96	None.
Flip top closure	08/305,984 09/19/94	5,417,350 05/23/95	None.
Reverse helix tamper-evident container	08/376,198 01/20/95	5,660,288 08/26/97	None.
Second seal for closure liners	08/422,460 04/17/95	5,712,042 01/27/98	None.
Child-resistant one-piece container and one-piece closure assembly	08/551,186 10/31/95	5,671,853 09/30/97	None.
Tablet dispenser with child-resistant locking feature	08/591,050 01/25/96	5,816,441 10/06/98	None.
Tablet dispenser with child-resistant locking feature	08/596,934 02/05/96	5,657,901 08/19/97	None.

Kerr Group Inc. Title	Application No. Filing Date	Patent No. Issue Date	Comments
Tamper evident closure	29/067,708 03/07/97	D397,031 08/18/98	None.
Safety cap and container	08/815,538 03/12/97	5,938,055 08/17/99	None.
Method from manufacturing a tamper-evident closure	08/829,965 04/01/97	5,846,471 12/08/98	None.
Combined container and child-resistant closure	29/072,207 05/30/97	D405,371 02/09/99	None.
Combined container and child-resistant closure	29/072,091 06/09/97	D427,528 07/04/00	None.
Child-resistant one-piece container and one-piece closure assembly	08/873,152 06/11/97	5,927,526 07/27/99	None.
Snap-band tamper evident	08/951,379 10/16/97	5,813,553 09/29/98	None.
Child-resistant adult-friendly cap and vial assembly	08/949,140 10/10/97	5,979,680 11/09/99	None.
Child resistant and adult friendly container and closure device	09/019,536 02/05/98	6,076,689 06/20/00	None.
Child-resistant closure and container with tamper indication	09/078/643 05/14/98	6,053,343 04/25/00	None.
Child-resistant closure and container apparatus	08/880,454 06/24/98	5,941,402 08/24/99	None.
Closure and container system for hot filled containers	09/124,681 07/30/98	6,477,823 11/12/02	None.
Tamper indicating closure with foldable tab	09/131,371 08/07/98	6,371,317 04/16/02	None.
Apparatus for manufacturing a tampered-evident closure having a plurality of tabs molded to extend radially upward and inward	09/203,993 12/02/98	6,019,592 02/01/00	None.
Child resistant closure and container	09/280,809 03/30/99	6,095,354 08/01/00	None.
Child resistant one-piece container and one-piece closure	09/361,078 07/26/99	6,357,615 03/19/02	None.
Child resistant closure and container with guarded flip-top	09/479,065 01/07/00	6,371,316 04/16/02	None.
Child resistant closure and container having axially offset locking teeth	09/725,082 11/29/00	6,640,987 11/04/03	None.
Tamper indicating closure with foldable tab	10/041,398 01/08/02	6,673,298 01/06/04	None.

Kerr Group Inc. Title	Application No. Filing Date	Patent No. Issue Date	Comments
Method for fabricating a container having internal strengthening rubs and core rod therefore	10/288,672 11/07/02	Pending	None.
Closure and container system for hot filled containers	10/293,803 11/12/02	Pending	None.
Method for fabricating a container having internal strengthening ribs and parison mold therefore	10/368,035 02/19/03	Pending	None.
Tamper indicating closure with foldable tab extensions	10/752,074 01/05/04	Pending	None.
Closure and container system and method for sealing a closure on a container	10/753,850 01/07/04	Pending	None.
Container having a base with a convex dome and method of use	10/752,647 01/08/04	Pending	None.
Closure with vents for venting during molding of a liner, method of forming a liner in a closure, and device for forming a liner in a closure	10/824,210 04/13/04	Pending	None.
Container	29/205,700 05/18/04	Pending	None.
Container	29/205,699 05/18/04	Pending	None.

SETCO INC.

Setco Inc. Title	Application No. Filing Date	Patent No. Issue Date	Comments
Bottle	29/154,950 01/31/02	D480,313 10/07/03	None.
Bottle	29/154,952 01/31/02	D480,314 10/07/03	None.
Solid rubber tire	10/636,354 08/07/03	Pending	None.

SETCO SALES CO.

Setco Sales Co. Title	Application No. Filing Date	Patent No. Issue Date	Comments
Bearing seal with uniform fluid purge	08/804,015 02/21/97	5,727,095 03/10/98	None.

Setco Sales Co. Title	Application No. Filing Date	Patent No. Issue Date	Comments
Bearing seal with uniform fluid purge	09/036,438 03/09/98	5,980,115 11/09/99	None.
Bearing seal with uniform fluid purge	09/394,763 09/13/99	6,217,219 04/17/01	None.
Cartridge-type bearing seal for machine tool spindle	10/654,811 09/04/03	pending	None.

SUN COAST CLOSURES, INC.

Setco Sales Co. Title	Application No. Filing Date	Patent No. Issue Date	Comments
Plastic closure for beverage container	06/824,983 01/23/86	4,640,435 02/03/87	None.
Plug-type openers for plastic can ends	06/884,136 07/10/86	4,747,511 05/31/88	Cit Group/Business Credit, Inc. recorded 05/16/97 at Reel/Frame No. 8503/0749
Easy open container end closure	06/905,416 09/10/86	4,687,116 08/18/87	None.
Method and apparatus for injection molding a thin-walled plastic can	06/907,936 09/16/86	4,743,420 05/10/88	Cit Group/Business Credit, Inc. recorded 05/16/97 at Reel/Frame No. 8503/0749

TUBED PRODUCTS INC.

Tubed Products Inc. Title	Application No. Filing Date	Patent No. Issue Date	Comments
Flexible container having dispensing head with exposed shoulder	08/216,949 03/24/94	5,584,418 12/17/96	None.

TRADEMARKS

KERR GROUP, INC.

Mark	Application No. Filing Date	Registration No. Registration Date	Comments
CLEAR PICTURE	75/353,374 09/08/97	2,198,183 10/20/98	None.
CR-I	73/144,833 10/17/77	1,133,139 04/15/80	None.
CR-III	75/150,412 08/14/96	2,290,365 11/02/99	None.
FRIENDLY & SAFE	75/210,163 12/09/96	2,201,996 11/03/98	None.
JEL 'N JAM	73/641,977 01/29/87	1,487,001 05/03/88	Assignment of undivided part of assignors interest to Alltrista Corporation (n/k/a Jarden Corporation) recorded 04/16/96 at Reel/Frame No. 1452/0998 Nationsbank, NA recorded 07/26/99 at Reel/Frame No. 1935/0354 (released by 2825/0858?)
KERR	71/533,171 09/03/47	503,109 10/19/48	None.
KERR	71/533,174 09/03/47	503,110 10/19/48	None.
KERR And Design	73/657,961 04/30/87	1,465,528 11/17/87	None.
KERR And Design	74/415,334 07/22/93	1,891,932 05/02/95	None.
SCRIPTVISION	75/150,413 08/14/96	2,290,366 11/02/99	None.
SETCO	73/568,976 11/18/85	1,401,239 07/15/86	None.
TAB-II	75/717,512 06/01/99	2,779,773 11/04/03	None.
TP (Stylized)	73/240,609 11/27/79	1,174,234 10/20/81	None.
VENT BAND	78/625,945 05/09/05	Pending	None.

SUN COAST HOLDINGS, INC.

Mark	Application No. Filing Date	Registration No. Registration Date	Comments
ELAN	73/031,046 09/03/74	1,075,979 10/25/77	Nationsbank of Texas, N.A. recorded 04/06/98 at Reel/Frame No. 1715/0636
FORTE	73/008,685 12/12/73	1,003,747 02/04/75	Nationsbank of Texas, N.A. recorded 04/06/98 at Reel/Frame No. 1715/0636
SR-40	72/178,638 10/09/63	777,184 09/22/64	Nationsbank of Texas, N.A. recorded 04/06/98 at Reel/Frame No. 1715/0636
TE-III	75/276,008 04/16/97	2,235,064 03/23/99	Nationsbank of Texas, N.A. recorded 04/06/98 at Reel/Frame No. 1715/0636

COPYRIGHTS

Owner	Title	Reg. No. Reg. Date
Kerr Group, Inc.	Kerr Kitchen Cookbook: Home Canning and Freezing Guide	TX 2-907-624 06/18/90
Sun Coast Holdings, Inc.	Oval design: no. S-12PH	VA 372-156 10/31/88
Sun Coast Holdings, Inc.	Oval design: no. S-11PH	VA 371-841 10/31/88