

05-04-2006

RECORD

TRADEMARKS ONLY

103231459

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Penn Wheeling Acquisition Company, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Delaware Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 3/27/06

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: National City Bank of Pennsylvania

Internal _____

Address: _____

Street Address: National City Center, 20 Stanwix StreetCity: PittsburghState: PACountry: USAZip: 15222

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other National Banking Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/477,228 and 78/823,787

B. Trademark Registration No.(s)
2,600,767; 2,950,306; 1,063,599; and 527,264

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sean M. Girdwood, Esquire

Internal Address: _____

Street Address: Thorp Reed & Armstrong, LLP
301 Grant Street, 14th Floor

City: PittsburghState: PA Zip: 15219-1425Phone Number: 412-394-2567Fax Number: 412-394-2555Email Address: sgirdwood@thorpreed.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:

Signature

Jennifer S. Tarasi, Esquire

Name of Person Signing

April 24, 2006
 Date

Total number of pages including cover sheet, attachments, and document:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
 REEL: 003336 FRAME: 0736

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

27th Patent, Trademark and Copyright Security Agreement (the "Security Agreement"), dated the day of March, 2006, made by Penn Wheeling Acquisition Company, LLC, a Delaware limited liability company (the "Obligor"), for the benefit of National City Bank of Pennsylvania, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated of even date herewith, by and among Tecnocap Acquisition Company, a Delaware corporation ("Tecnocap") (Tecnocap and the Obligor are collectively, the "Borrowers"), the Obligor and the Bank (as amended, modified or supplemented from time to time, the "Loan Agreement"), (i) the Bank has agreed to extend credit to the Borrowers and (ii) the Obligor has agreed, among other things, to grant to the Bank a security interest in certain of its assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Obligor agrees as follows:

1. Incorporation of the Loan Agreement. The Loan Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Debt, the Obligor hereby grants and conveys to the Bank a Lien and security interest in all of the Obligor's right, title and interest in and to all of the Obligor's now owned or existing and filed and hereafter acquired or arising and filed patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Licenses. To secure the complete and timely satisfaction of the Debt, the Obligor hereby grants and conveys to the Bank a Lien and security interest in all of the Obligor's right, title and interest in and to all of the Obligor's license agreements with any other party except to the extent granting a security interest therein would constitute a breach thereof (excluding commercially available third party licenses), including, without limitation, the

licenses listed on Schedule B attached hereto and made a part hereof, now or hereafter owned by the Obligor and now or hereafter covered by such licenses (all of the foregoing are hereinafter collectively referred to as the "Licenses").

4. Security Interest in Trademarks and Related Goodwill. To secure the complete and timely satisfaction of the Debt, the Obligor hereby grants and conveys to the Bank a Lien and security interest in all of the Obligor's right, title and interest in and to all of the Obligor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule C, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of the Obligor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

5. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Debt, the Obligor hereby grants and conveys to the Bank a Lien and security interest in all of the Obligor's right, title and interest in and to all of the Obligor's now owned or existing and filed and hereafter acquired or arising and filed copyrights, original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, listed on Schedule D, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

6. Restrictions on Future Security Interests. The Obligor agrees that until the Debt (other than contingent and indemnification obligations) shall have been satisfied in full and the Loan Agreement and all Other Documents shall have been terminated, the Obligor will not, without the Bank's prior written consent, enter into any agreement relating to the Patents,

Licenses, Trademarks or Copyrights that would reasonably be expected to result in a Material Adverse Effect and the Obligor further agrees that the Obligor will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Bank under this Security Agreement.

7. New Patents, Licenses, Trademarks and Copyrights. The Obligor represents and warrants that the Patents, Licenses, Trademarks and Copyrights of the Obligor listed on Schedules A, B, C and D respectively, constitute all of the federally registered Patents, Licenses, Trademarks and Copyrights now owned by the Obligor the loss, impairment or infringement of which would reasonably be expected to have a Material Adverse Effect. The Obligor hereby further authorizes the Bank to modify this Security Agreement by amending Schedules A, B, C and/or D, as applicable, to include any future Patents, Licenses, Trademarks and Copyrights, as applicable, under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or Copyright Office, as the case may be, without representation or warranty by the Obligor with respect to such modifications.

8. Representations and Warranties. The Obligor represents and warrants to and agrees with the Bank that, except as otherwise set forth in the schedules hereto:

(i) The Patents, Trademarks and Copyrights set forth on Schedules A, B, C and D are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To the Obligor's knowledge, each of the Patents, Trademarks and Copyrights set forth on Schedules A, B, C and D is valid and enforceable;

(iii) The Obligor is the owner of the Patents, Trademarks and Copyrights set forth on Schedules A, B, C and D and has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which the Obligor is a party or any judgment or decree by which the Obligor is bound and does not require any consent under any other agreement to which the Obligor is a party or by which the Obligor is bound. The Obligor hereby authorizes the Patent and Trademark Office and the Copyright Office to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks and Copyrights to the Bank following the occurrence and continuation of an Event of Default as the grantee of the pledge of the Obligor's entire interest;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any part thereof and the same are free from all Liens of any kind, including, but not limited to, copyrights, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Loan Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms except as enforceability may be limited by applicable bankruptcy, insolvency or other

Laws affecting creditors rights generally and by principles of equity. To the Obligor's knowledge, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. The Obligor hereby agrees that the use by the Bank of all Patents, Licenses, Trademarks and Copyrights of the Obligor as described above shall be worldwide and without any liability for royalties or other related charges from the Bank to the Obligor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder, or (ii) the Debt (other than contingent and indemnification obligations) has been satisfied in full and the Loan Agreement and all other Loan Documents have been terminated.

10. Continuing Validity of Debt. The agreements and obligations of the Obligor hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Loan Agreement, the Notes or any other instrument or instruments now or hereafter evidencing the Debt or any part thereof or of the other Loan Documents or any other agreement or agreements now or hereafter entered into by the Bank and the Obligor or Tecnocap pursuant to which the Debt or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Debt (other than contingent and indemnification obligations) or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Debt in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Debt, or any part thereof, (iii) any compromise or settlement with respect to the Debt or any part thereof, or any forbearance or indulgence extended to the Obligor or Tecnocap, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Debt or any part thereof or any other agreement or agreements now or hereafter entered into by the Bank and the Obligor or Tecnocap pursuant to which the Debt or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Debt or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against the Obligor or Tecnocap, (vii) any dissolution, liquidation or termination of the Obligor for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of the Obligor hereunder, would or might otherwise be released or discharged other than payment in full. The Obligor hereby waives notice of the acceptance of this Security Agreement by the Bank.

11. Duties of the Obligor. Except as may be otherwise agreed to by the Bank, the Obligor shall have the duty to (i) prosecute diligently any patent application of the Patents made by the Obligor and any trademark or service mark application or copyright application made by the Obligor pending as of the date hereof or thereafter until the Debt shall have been satisfied in full and the Loan Agreement shall have terminated, (ii) make application on unpatented but

patentable inventions, on trademarks, service marks and on copyrights, as appropriate, (iii) preserve and maintain all of the Obligor's rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights, provided, however that the Obligor may, in its reasonable business judgment, abandon any application among the Patents, Trademarks, and Copyrights which are not material to the business operations of the Obligor or permit any registration among the Patents, Trademarks, and Copyrights which are not material to the business operations of the Obligor to be cancelled or expired, and (iv) take all reasonable steps necessary to ensure that the Patents, Trademarks and Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by the Obligor.

12. Financing Statements; Documents. At the request of the Bank, the Obligor will permit the Bank to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Bank and will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Bank. The Obligor will execute and deliver to the Bank from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Bank may reasonably require for the purpose of confirming the Bank's security interest in the Patents, Trademarks and Copyrights.

13. Rights of the Obligor and/or the Bank to Sue. The Obligor may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of the Obligor with or without the Bank's participation. If requested by the Obligor, the Bank shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Bank shall have the same rights, if any, as the Obligor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of the Obligor, and any licenses thereunder, and, if, in an Event of Default, the Bank shall commence any such suit, the Obligor shall, at the reasonable request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement and the Obligor shall promptly, upon demand and as part of the Debt, reimburse and indemnify the Bank for all reasonable costs and expenses incurred by the Bank in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full of the Debt (other than contingent and indemnification obligations) and performance of all obligations of Tecnocap under the Loan Agreement, this Security Agreement shall terminate and be of no further force and effect and at the request of the Obligor, the Bank shall thereupon terminate its security interest in the Patents, Licenses, Trademarks and Copyrights. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Obligor may not assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not

intended and shall not be construed to obligate the Bank to take any action whatsoever with respect to the Patents, Licenses, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of the Obligor.

15. Waivers. No course of dealing between the Obligor and the Bank nor any failure to exercise nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

17. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Other Documents. All of the Bank's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the Loan Agreement or any other Loan Document, or by any other agreements or by applicable Law shall be cumulative and may be exercised singularly or concurrently. The Obligor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement or the Other Documents but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon the Obligor and its successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns.

20. Governing Law. This Security Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania without regard to the conflict of law provisions thereof.

21. Notices. All notices, statements, requests and demands and other communications given to or made upon the Obligor, or the Bank in accordance with the provisions of this Security Agreement shall be given or made as provided in Section 8.04 of the Loan Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, undersigned have executed and delivered this Security Agreement on the day and year written above.

Witness:

Katherine Mathew

Penn Wheeling Acquisition Company, LLC

By: 

Name:

Albert J. Morack

Title:


Vice President

ACKNOWLEDGMENT

COMMONWEALTH/STATE OF Illinois)
)
COUNTY OF Cook) SS:

On this 27th day of March, 2006, before me, the undersigned officer, a Notary Public, personally appeared Albert J. Morack, who being duly sworn, did acknowledge himself/herself to be the Vice President of Penn Wheeling Acquisition Company, LLC, a Delaware limited liability company, and that he/she, as such officer, being authorized to do so executed the foregoing instrument for the purposes therein contained.

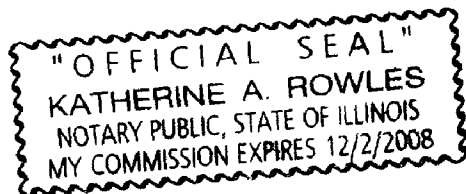
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 12/2/08

[SEAL]



Schedule A**PATENTS****Patent Applications:**

Patent Title	Jurisdiction	Filing Number	Filing Date
Bottle Cap and Method Therefor	United States	11/109,610	4/19/05
Bottle Cap and Method Therefor	United States	Worldox #679083	1/30/06
Bottle Cap and Method Therefor	European Union	05291978.4	9/23/05
Bottle Cap and Method Therefor	Canada	2,507,297	5/13/05
Bottle Cap and Method Therefor	New Zealand	2005232312	11/14/05
Bottle Cap and Method Therefor	Australia	543528	11/11/05

- All matters with respect to the New Zealand application must be completed by February 14, 2007.
- Obligor is awaiting a direction from the Australian Patent Office that applicant must request examination, at which time fees will be paid.
- With regard to the U.S. design patent application, the Obligor's patent attorney will be filing the assignment of the patent to the Obligor, and an information disclosure statement, with the U.S. P.T.O. prior to March 9, 2006.
- With regard to the U.S. patent application, the Obligor is awaiting the first office action with respect to the application.
- With regard to the Canada patent application, the Obligor is awaiting the first office action with respect to the application.

Schedule B

LICENSE AGREEMENTS

None.

TRADEMARK

REEL: 003336 FRAME: 0746

Schedule C

TRADEMARKS

Obligor has certain common law rights to "Unishell," "Penn-Wheeling Closure," "PW-C," "Penn-Wheeling," "Wheeling Closure," "Warren Lithography," "Warren Metal Litho," "Ferdinand Gutmann & Co," and "Ferdinand Gutmann."

Registered Trademarks:

Trademark	Jurisdiction	Registration Number	Registration Date
CAPPLUG	United States	2,600,767	7/30/02
VIN-GUARD	United States	2,950,306	5/10/05
SAF-LOK	United States	1,063,599	4/12/77, renewed 7/4/97
SAFETY SEAL	United States	527,264	7/4/50, renewed 7/4/70
SCEAU DE SECURITE	Canada	292,833	7/6/84, renewed 7/6/99

In addition to the above registered trademarks, Obligor has filed applications for the following trademarks, which are currently pending:

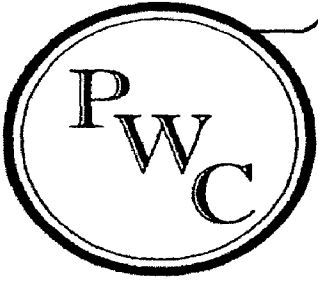
Trademark	Jurisdiction	Filing Number	Filing Date
PHARMA-CRC	United States	78/477,228	9/1/04
HOMESTYLE TWISTOP	United States	78/823,787	2/27/06

Corporate and Trade Names:

- Penn-Wheeling Closure
- Penn-Wheeling
- Warren Metal Litho
- Ferdinand Gutmann & Co. (acquired by PWA 2/23/01)
- FGC Acquisition Company, LLC
- Ferdinand Gutmann

Corporate Logo:

Penn-Wheeling Closure



Schedule D

COPYRIGHTS

None.

TRADEMARK

RECORDED: 05/02/2006 |

REEL: 003336 FRAME: 0749