

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
All-Pak, Inc.		06/27/2006	CORPORATION: PENNSYLVANIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	249 Fifth Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2089217	WORKING GLASS
Registration Number:	1568001	QORPAK
Registration Number:	1895155	KAPTCLEAN
Registration Number:	1700175	ALL-PAK
Registration Number:	1530531	D'QORPAK
Registration Number:	1568401	
Registration Number:	1460099	PH7
Registration Number:	1205127	ALL-PAK
Registration Number:	1342739	STURDEESEAL
Registration Number:	1185843	QORPAK
Registration Number:	1294346	STURDEESEAL
Registration Number:	1450827	
Registration Number:	1196524	ALL-PAK
Registration Number:	2176750	LABTAG

**CH \$390.00 2089217**

Registration Number: 2517867 ALKEM LAB PRODUCTS

**CORRESPONDENCE DATA**

Fax Number: (412)562-1041  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 412-562-1637  
Email: cremonesevj@bipc.com  
Correspondent Name: Michael L. Dever  
Address Line 1: 301 Grant Street  
Address Line 2: 20th Floor  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-301012
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	07/12/2006

**Total Attachments: 12**  
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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as amended, restated, modified or supplemented from time to time, the "Agreement"), dated as of June 27, 2006 is entered into by and between ALL-PAK, INC., a Pennsylvania corporation (the "Pledgor"), and PNC Bank, National Association, as Agent for the Banks referred to below (the "Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Pledgor as borrower thereunder, the Guarantors, and the Banks and the Agent as lenders (all as defined in the Credit Agreement), the Agent and the Banks have agreed to provide certain loans and grant other financial accommodations to the Pledgor and certain of its Subsidiaries, if any, and the Pledgor has agreed, among other things, to grant a security interest to the Agent, for the benefit of itself and the Banks, in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks, servicemarks and copyrights, whether now owned or hereafter acquired by the Pledgor, including, without limitation, those listed on Schedule A hereto (as such Schedule A may be supplemented from time to time by written notice to the Agent from the Pledgor), including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Secured Obligations" shall mean and include the following: (i) all now existing and hereafter arising Obligations of the Pledgor and each and every other Loan Party to the Agent, the Banks, or any Affiliate of any Bank or the Agent under the Credit Agreement or any

of the other Loan Documents, any Bank-Provided Interest Rate Hedges or any Bank-Provided Treasury Arrangements, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of the Pledgor and each and every other Loan Party to the Agent, the Banks, or any Affiliate of any Bank or the Agent, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents, any Bank-Provided Interest Rate Hedges any Bank-Provided Treasury Arrangements as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Pledgor or any other Loan Party or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all Obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents, any Bank-Provided Interest Rate Hedges or Bank-Provided Treasury Arrangements from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents, any Bank-Provided Interest Rate Hedges or Bank-Provided Treasury Arrangements or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement and other obligations of the Pledgor and each and every other Loan Party with respect to any one or more Letters of Credit issued by Agent or any Bank or any Affiliate of any Bank or the Agent; (iii) all indebtedness, loans, obligations, expenses and liabilities of the Pledgor and each and every other Loan Party to the Agent or any of the Banks, or any Affiliate of any Bank or the Agent, arising out of any Bank-Provided Interest Rate Hedge or any Bank-Provided Treasury Arrangement; (iv) any sums advanced by the Agent or the Banks or any of their respective Affiliates or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents, any Bank-Provided Interest Rate Hedges or any Bank-Provided Treasury Arrangements or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing in all cases, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations; and (v) any amendments, extensions, renewals and increases of or to any of the foregoing.

2. To secure the full payment and performance of all Secured Obligations, the Pledgor hereby grants, and conveys a security interest to the Agent, for itself and the benefit of the Banks and their respective Affiliates, in the entire right, title and interest of the Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. The Pledgor represents, warrants and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by the Pledgor not to sue third persons;

(d) the Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to the Pledgor or, to the knowledge of the Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) the Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) the Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) the Pledgor will not change its state of incorporation without providing thirty (30) days prior written notice the Agent;

(i) the Pledgor will not change its name without providing thirty (30) days prior written notice to the Agent; and

(j) the Pledgor shall preserve its corporate existence and shall not (i) in one transaction, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not the Pledgor, or (ii) sell all or substantially all of its assets.

4. The Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly paid in full in cash, all of the Commitments have been terminated and all of the Letters of Credit have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgor's obligations under this Agreement, without the Agent's prior written consent which shall not be unreasonably withheld except the Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture, use, sale and development of the Pledgor's products.

5. If, before the Secured Obligations shall have been indefeasibly paid in full in cash and all of the Commitments have terminated and all of the Letters of Credit have expired or been terminated, the Pledgor shall own any new trademarks or any new copyrightable or patentable

inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and the Pledgor shall give to the Agent prompt notice thereof in writing. The Pledgor and the Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which the Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which notice the Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, the Pledgor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. At such time as all of the Secured Obligations shall have indefeasibly paid in full in cash and all of the Commitments shall have been terminated and all of the Letters of Credit have expired or been terminated, this Agreement shall terminate and the Agent shall execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgor within fifteen (15) days of demand by the Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. The Pledgor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly paid in full in cash and the Commitments shall have been terminated, and the Letters of Credit have expired or been terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgor. The Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of the Agent, which shall not be unreasonably withheld.

11. The Pledgor shall have the right, with the consent of the Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Agent, if necessary, as a party to such suit so long as the Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent as a result of such suit or joinder by the Pledgor.

12. No course of dealing between the Pledgor and the Agent, nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents, any of the Bank-Provided Interest Rate Hedges or any Bank-Provided Treasury Arrangements shall operate as a waiver of such right, power or privilege, 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. No waiver of a single Event of Default shall be deemed a waiver of any other or subsequent Event of Default.

13. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this 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 clause or provision of this Agreement in any jurisdiction.

15. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by the Pledgor. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5 hereof.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that the Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the Commonwealth of Pennsylvania.

18. THE PLEDGOR HEREBY IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA AND THE U.S. DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO THE PLEDGOR AT THE ADDRESS PROVIDED FOR IN SECTION 11.6 [NOTICES] OF THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. THE PLEDGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON SUCH LACK OF JURISDICTION OR VENUE.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The Pledgor



acknowledges and agrees that a telecopy or electronic transmission to the Agent or any Bank of the signature pages hereof purporting to be signed on behalf of the Pledgor shall constitute effective and binding execution and delivery hereof by the Pledgor.

20. THE PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.6 [Notices] of the Credit Agreement.

22. The Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of the Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications the Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, the Pledgor agrees that each such provision hereof may be specifically enforced.

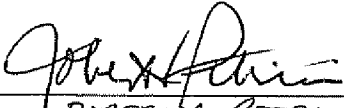
**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

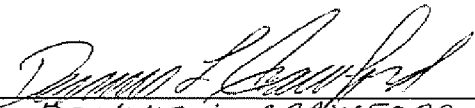
[SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
by their respective officers or agents thereunto duly authorized, as of the date first above written.

ATTEST:

ALL-PAK, INC.

  
Name: ROBERT V. PETRINI  
Title: TREASURER & CHIEF  
FINANCIAL OFFICER

By:   
Name: DENNIS L. CRAWFORD  
Title: PRESIDENT & CHIEF OPERATING  
OFFICER

PNC BANK, NATIONAL ASSOCIATION, as  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
by their respective officers or agents thereunto duly authorized, as of the date first above written.

ATTEST:

ALL-PAK, INC.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PNC BANK, NATIONAL ASSOCIATION, as  
Agent

By: Amy Klein  
Name: Amy Klein  
Title: VP

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS

1. Registered Patents:

COUNTRY	PATENT NO.	TITLE
United States	5,261,551	"Paint or Similar Can With Overcap Having a Central Opening"
United States	4,880,119	"Cushioned Container for Hazardous Material"
Canada	1,310,304	"Package for Hazardous Materials"
Canada	531,967	"Child-Resistant Container with Resistance Indicating Means"

2. Trademarks:

MARK	REG. NO.
WORKING GLASS	2,089,217
QORPAK	1,568,001
KAPTCLEAN	1,895,155
ALL-PAK	1,700,175
D'QORPAK	1,530,531
The Color "Green"	1,568,401
PH7	1,460,099
ALL-PAK	1,205,127
STURDEESEAL	1,342,739
QORPAK	1,185,843
STURDEESEAL	1,294,346

Miscellaneous Design "Crown on Closure"	1,450,827
ALL-PAK	1,196,524
LABTAG	2,176,750
ALKEM LAB PRODUCTS	Serial No. 75/553,147

3. Trade Names: All-Pak, Inc.

Qorpak

AlKem Lab Products

on + qor

4. Copyrights: None

**SCHEDULE B  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

**None**