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 Combibloc Systems GmbH		09/12/2007	COMPANY: 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: 3

Property Type	Number	Word Mark
Registration Number:	2756020	СОМВІГІТ
Serial Number:	76113601	COMBILIFT
Serial Number:	78029493	сомвізнаре

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 23091-1003

DOMESTIC REPRESENTATIVE

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Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	P. Scott Selig
Signature:	/P. Scott Selig/
Date:	12/10/2007
Total Attachments: 36 source=SIG Combibloc Systems GmbH_Se	courity Transfer#page2.tif courity Transfer#page3.tif courity Transfer#page4.tif courity Transfer#page6.tif courity Transfer#page6.tif courity Transfer#page8.tif courity Transfer#page8.tif courity Transfer#page9.tif courity Transfer#page9.tif courity Transfer#page10.tif courity Transfer#page11.tif courity Transfer#page12.tif courity Transfer#page13.tif courity Transfer#page15.tif courity Transfer#page16.tif courity Transfer#page15.tif courity Transfer#page18.tif courity Transfer#page20.tif courity Transfer#page20.tif courity Transfer#page20.tif courity Transfer#page21.tif courity Transfer#page20.tif courity Transfer#page20.tif courity Transfer#page20.tif courity Transfer#page28.tif courity Transfer#page30.tif courity Transfer#page31.tif
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C L I F F O R D C H A N C E

Execution Copy

SIG COMBIBLOC SYSTEMS GMBH

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 2 September 2007

BETWEEN:

- (1) SIG Combibloc Systems GmbH, a company organized under the laws of the Federal Republic of Germany, having its business address at Rurstrasse 58, 52441 Linnich, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düren under HRB 3935 (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 SA, Beverage

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(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.

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"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).

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"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

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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 owns 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,

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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 upto-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

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- 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 dataprocessing 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.

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- 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.
- At any time after the occurrence of an enforcement event as described in subclause 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 Intercreditor 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 this Agreement and realise the Collateral 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

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facility made available by an Ancillary Lender, 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 this Agreement and realise the Collateral if and to the extent that:
 - (a) the rights created hereunder 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 Transferor's net assets (Reinvermögen) (the "Net Assets") to an amount of less than its stated share capital (Stammkapital) or, if the Net Assets are already an amount of less than its 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 Transferor's stated share capital (Stammkapital) 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 Transferor's assets (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 Transferor's liabilities (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

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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 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 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 this Agreement and realise the Collateral (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 Transferor's Net Assets (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

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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 this Agreement and realise the Collateral 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 its stated share capital (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 Garantieversprechen*) that on the date of this Agreement:

- 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 (*Pfändungs-beschluss*), 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 com-

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-14-

pensation 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.

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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 Obligors 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 Assignor: SIG Combibloc Systems GmbH

Address: Rurstraße 58,

52441 Linnich,

Germany

Fax: +49 2462 79 2519

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

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For the Security Trustee: Credit Suisse

Address: 1 Cabot Square

London E14 4QJ

United Kingdom +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.

Fax:

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.

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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

SIG Combibloc Systems

patents, registered designs, utility models

Status: August 2007

				A LINE OF FREE	Phone Date	Province	
Patent	DE	Deutschland	combiString/Hirsch	Combible Systems	31. Mai 01		
Patent	ΑT	Österreich	FolienTop/Dammers	Combibloc Systems G	31. Mai 02	101 26 742.8-27 31.	Mai 2001
Patent	B E	Belgien	FolienTop/Dammers	Combibloc Systems		101 26 742.8-27 31.	Mai 2001
Patent	DE	Deutschland	FolienTop/Dammers	Combibloc Systems Gm		101 26 742.8-27 31.	Mai 2001
Patent	П	Europa	FolienTop/Dammers	Combibloc Systems	⊠	101 26 742.8-27 31.	Mai 2001
Patent	S	Spanien	FolienTop/Dammers	Combibloc	31. Mai 02	742.8-27 31.	Mai 2001
Patent	F.R	Frankreich	FolienTop/Dammers	Combiblio Systems Gm	Σ	101 26 742.8-27 31.	Mai 2001
Patent	<u></u>	Italien	FolienTop/Dammers	Combibloc Systems Gm	31. Mai 02	101 26 742.8-27 31.	Mai 2001
Patent	٦	Niederlande	FolienTop/Dammers	Combibloc Systems G	Σ S	101 26 742.8-27 31.	Mai 2001
Patent	ΡT	Portugal	FolienTop/Dammers	Combibloc Systems	ĭ a	101 26 742.8-27 31.	Mai 2001
Patent	ΑT	Österreich	Rollen-Füllerschleuse/Dahlmann	anr SIG Combibloc Systems GmbH	Mrz	101 16 104.2-27 30.	März 2001
Patent	口田	Deutschland	Rollen-Füllerschleuse/Dahlmanr	SIG Combibloc Systems G	Mrz	101 16 104.2-27 30.	März 2001
Patent	П	Europa	Rollen-Füllerschleuse/Dahlmanr	anr SIG Combibloc Systems GmbH	Σ	101 16 104.2-27 30.	März 2001
Patent	S	Spanien	Rollen-Füllerschleuse/Dahlmanr	anr SIG Combibloc Systems GmbH	Mrz	101 16 104.2-27 30.	März 2001
Patent	R R	Frankreich	Rollen-Füllerschleuse/Dahlmanr	anr SIG Combibloc Systems GmbH	Z W	101 16 104.2-27 30.	März 2001
Patent	GB	Großbritannien	Rollen-Füllerschleuse/Dahlmanr	SIG Combibloc Systems Gm	Mrz	101 16 104.2-27 30.	März 2001
Patent	<u>_</u>	Italien	Rollen-Füllerschleuse/Dahlmanr	SIG Combibloc Systems Gm	27. Mrz 02	101 16 104.2-27 30.	März 2001
Patent	Ŧ	Thailand	Rollen-Füllerschleuse/Dahlman	r SIG Combibloc Systems G	29. Mrz 02	101 16 104.2-27 30.	März 2001
Patent	×	Taiwan	Rollen-Füllerschleuse/Dahlman	r SIG Combibloc Systems Gm	29. Mrz 02	101 16 104.2-27 30.	März 2001
Patent	o ×	International	Rollen-Füllerschleuse/Dahlmanr	SIG Combibloc Systems G	27. Mrz 02	101 16 104.2-27 30.	März 2001
Patent	DE	Deutschland	Piraterieschutz/Leuning	Combibloc Systems Gm	15. Jan 02		
Patent	AE	Vereinigte Arabische Em	Piraterieschutz/Leuning	Combibloc Systems G	Jan	102 01 409.4-27 15.	Januar 2002
Patent	٩	Australien	Piraterieschutz/Leuning	Combibloc Systems G	Jan	102 01 409.4-27 15.	Januar 2002
Patent	8 7	Brasilien	Piraterieschutz/Leuning	Combibloc Systems G	Jan	102 01 409.4-27 15.	Januar 2002
Patent	CA	Kanada	Piraterieschutz/Leuning	Combibloc Systems G	Jan	102 01 409.4-27 15.	Januar 2002
Patent	S	China	Piraterieschutz/Leuning	Combibloc Systems G	Jan	102 01 409.4-27 15.	Januar 2002
Patent	EP	Europa	Piraterieschutz/Leuning	Combibloc Systems G	Jan	102 01 409.4-27 15.	Januar 2002
Patent	¥	Hongkong	Piraterieschutz/Leuning	Combibloc	Jan	102 01 409.4-27 15.	Januar 2002
Patent	z	Indien	Piraterieschutz/Leuning	Combibloc	Jan	102 01 409.4-27 15.	Januar 2002
Patent	ᆿ	Japan	Piraterieschutz/Leuning	SIG Combiblio Systems GmbH	09. Jan 03	102 01 409.4-27 15.	Januar 2002
Patent	ጽ የ	Südkorea	Piraterieschutz/Leuning	SIG Combiblec Systems GmbH	09. Jan 03	102 01 409.4-27 15.	Januar 2002
Patent	×	Mexiko	Piraterieschutz/Leuning	SIG Combibloc Systems GmbH	Jan	102 01 409.4-27 15.	Januar 2002
Patent	0 N	Norwegen	Piraterieschutz/Leuning	SIG Combibloc Systems GmbH	09. Jan 03	01 409.4-27 15.	Januar 2002
Patent	ZN Z	Neuseeland	Piraterieschutz/Leuning	SIG Combibloc Systems GmbH	09. Jan 03	102 01 409.4-27 15.	Januar 2002
Patent	RU	Russische Föderation	Piraterieschutz/Leuning	SIG Combibloc Systems GmbH	09. Jan 03	-	Januar 2002
Patent	s n	NSA	Piraterieschutz/Leuning	SIG Combibloc Systems GmbH	09, Jan 03	DE 102 01 409.4-27 15. J	Januar 2002

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Patent	٥×	International	Piraterieschutz/Leuning		09. Jan 03	DE 102 01 409.4-27	15. Januar 2002
Patent	DE	Deutschland	Enlarged Gable Top/Baltes	_			
Patent	ΑT	Österreich	BarriereTop/Dammers, Jansen,	SIG Combibloc	31. Dez 02	102 13 030.	
Patent	P	Australien	BarriereTop/Dammers, Jansen,	SIG Combibloc	31. Dez 02	102 13 030.	März
Patent	BE	Belgien	BarriereTop/Dammers, Jansen,	SIG Combibloc	31. Dez 02	102 13 030.	März
Patent	BG	Bulgarien	BarriereTop/Dammers, Jansen,	SIG Combibloc	31. Dez 02		
Patent	BR	Brasilien	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	Dez	102	22. März 2002
Patent	Š	Kanada	BarriereTop/Dammers, Jansen,	SIG Combibloc	31. Dez 02	102 13 030.	März
Patent	당	Schweiz	BarriereTop/Dammers, Jansen,	SIG Combibloc	31. Dez 02	DE 102 13 030.2-27	22. März 2002
Patent	S	China	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	DE 102 13 030.2-27	22. März 2002
Patent	CZ	Tschechische Republik	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	DE 102 13 030.2-27	März
Patent	DE	Deutschland	BarriereTop/Dammers, Jansen,	SIG	Dez	-	März
Patent	Š	Dänemark	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	Dez	-	März
Patent	Ш Ш	Estland	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	-	März
Patent	Ш	Europa	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	102	März
Patent	ВS	Spanien	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH		102 13 030.	März
Patent	ᇤ	Finnland	BarriereTop/Dammers, Jansen,		31. Dez 02	102 13 030.	März
Patent	ጜ	Frankreich	BarriereTop/Dammers, Jansen,	SIG Combibloc		102	März
Patent	ВB	Großbritannien	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	102 13 030.	März
Patent	GR	Griechenland	BarriereTop/Dammers, Jansen,			102 13 030.	März
Patent	¥	Hongkong	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	DE 102 13 030.2-27	März
Patent	⊋	Ungarn	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	102	März
Patent	Ш	Irland	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	DE 102 13 030.2-27	März
Patent	=	Italien	BarriereTop/Dammers, Jansen,		31. Dez 02	102	22. März 2002
Patent	3	Luxemburg	BarriereTop/Dammers, Jansen,			102 13 030.	März
Patent	×	Mexiko	BarriereTop/Dammers, Jansen,	SIG Combibloc		102 13 030.	März
Patent	¥	Niederlande	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	DE 102 13 030.2-27	März
Patent	2	Norwegen	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	102 13 030.	März
Patent	ፈ	Polen	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	DE 102 13 030.2-27	22. März 2002
Patent	PT	Portugal	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	DE 102 13 030.2-27	22. März 2002
Patent	S	Russische Föderation	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	102	März
Patent	S) H)	Schweden	BarriereTop/Dammers, Jansen,	SIG Combibloc	31. Dez 02	102 13 030	März
Patent	က	Slowenien	BarriereTop/Dammers, Jansen,	SIG Combibloc	31. Dez 02	102 13 030	März
Patent	χ	Slowakische Republik	BarriereTop/Dammers, Jansen,	SIG	Dez	13 030	März
Patent	Ŧ	Thailand	BarriereTop/Dammers, Jansen,	SiG	21. Mrz 03	102	März
Patent	H K	Türkei	BarriereTop/Dammers, Jansen,	SIG Combibloc Systems GmbH	31. Dez 02	DE 102 13 030.2-27	22. März 2002

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Patent T	TW	Taiwan	BarriereTop/Dammers, Jansen,	SIG Combiblio Systems GmbH	21. Mrz 03	E 102 13 030.2-27 22.	März 2002
_	SI	USA	BarriereTop/Dammers, Jansen,	SIG Combiblec Systems GmbH	31. Dez 02	030.2-27 22.	März 2002
Patent W	0	International	BarriereTop/Dammers, Jansen,	Combibloc Systems	31. Dez 02	ш	: 2002
Patent D	DE	Deutschland	PA6/AI-Verbund/Kaul, Lorenz	Combibloc Systems	Jan		
	AE	Vereinigte Arabische Em	Retort-Verbund/Wolters	Combiblec Systems	Jan	102 02 072.8-43	ar 2002
Patent A	٩	Australien	Retort-Verbund/Wolters	Combibloc Systems	Jan	E 102 02 072.8-43	ar 2002
	BR	Brasilien	Retort-Verbund/Wolters	Combibloc Systems	Jan	E 102 02 072	ar 2002
	β	Kanada	Retort-Verbund/Wolters	Combiblec Systems	17. Jan 03	E 102 02 072.8-43	ar 2002
Patent C	S		Retort-Verbund/Wolters	SIG Combibloc Systems GmbH	17. Jan 03	E 102 02 072.8-43	ar 2002
Patent	EP	Europa	Retort-Verbund/Wolters	Combibloc Systems	Jan	E 102 02 072.8-43	
Patent H	¥	Buo	Retort-Verbund/Wolters	Combibloc Systems	17. Jan 03	E 102 02 072.8-43	
Patent II	z	Indien	Retort-Verbund/Wolters	Combibloc Systems	Jan	E 102 02 072.8-43	
Patent J	굨	Japan	Retort-Verbund/Wolters	Combibloc Systems	Jan	E 102 02 072.8-43	
Patent K	X X	Südkorea	Retort-Verbund/Wolters	Combiblec Systems	17. Jan 03	E 102 02 072.8-43	
Patent N	×	Mexiko	Retort-Verbund/Wolters	Combibloc Systems		E 102 02 072.8-43	
Patent N	ON.	Norwegen	Retort-Verbund/Wolters	Combibloc Systems		E 102 02 072.8-43	
Patent N	NZ	Neuseeland	Retort-Verbund/Wolters	Combibloc Systems	17. Jan 03	E 102 02 072.8-43	
Patent R	RU	Russische Föderation	Retort-Verbund/Wolters	Combiblec Systems	17. Jan 03	E 102 02 072.8-43	
Patent T	ΗH	Thailand	Retort-Verbund/Wolters	Combiblec Systems	17. Jan 03	02 072.8-43 1	ar 2002
Patent T	×	Taiwan	Retort-Verbund/Wolters	Combibloc Systems	17. Jan 03	E 102 02 072.8-43 1	ar 2002
Patent U	ns N	USA	Retort-Verbund/Wolters	Combiblec Systems	17. Jan 03	102 02 072.8-43 1	ar 2002
	٥M	International	Retort-Verbund/Wolters	Combibloc Systems	Jan	E 102 02 072	ar 2002
Patent D	DE	Deutschland	Perforationserhitzen / Mainz	Combibloc Systems	Feb		
	CN	China	Perforationserhitzen / Mainz	Combibloc Systems		102 04 521.6-16 5.	Februar 2002
Patent H	¥	Hongkong	Perforationserhitzen / Mainz	Systems	Jan	E 102 04 521.6-16 5.	Februar 2002
	×	Mexiko	Perforationserhitzen / Mainz	Combibioc Systems	Jan	E 102 04 521.6-16 5	Februar 2002
Patent N	9	Norwegen	Perforationserhitzen / Mainz	Combibloc Systems	Jan	E 102 04 521.6-16 5	ar 2002
Patent R	٦ ص	Russische Föderation	Perforationserhitzen / Mainz	Combibloc Systems	29. Jan 03	E 102 04 521.6-16 5	. Februar 2002
Patent T	ᄑ	Thailand	Perforationserhitzen / Mainz	Combibloc Systems		E 102 04 521.6-16 5	ar 2002
Patent T	≱	Taiwan	Perforationserhitzen / Mainz	SIG Combiblio Systems GmbH	06. Feb 03	E 102 04 521.6-16 5	ar 2002
	SO	O S A	Perforationserhitzen / Mainz	Combibloc Systems	29, Jan 03	E 102 04 521.6-16 5	Februar 2002
	0 🛚	International	Perforationserhitzen / Mainz	Combibloc Systems		E 102 04 521.6-16 5.	Februar 2002
	BR	Brasilien	combiPlus/ Baltes	Combibloc Systems		E 102 20 058.0-27 4.	202
	c۶	Kanada	combiPlus/ Baltes	Combibloc Systems	ā	20 058.0-27 4.	202
Patent C	S	China	combiPlus/ Baltes	Combibloc Systems	02. Mai 03	E 102 20 058.0-27 4. Mai	202
Patent P	7	Polen	combiPlus/ Baltes	SIG Combibloc Systems GmbH	02. Mai 03	102 20 058.0-27 4. Mai	2002

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Patent	RU	Russische Föderation	combiPlus/ Baltes	SIG Combiblion Systems GmbH	02. Mai 03	Ι.	102 20 058.0-27	4. Mai 2002
Patent	ĭ	Thailand	combiPlus/ Baltes	SIG Combiblion Systems GmbH	02. Mai 03	DE 102 20 (102 20 058.0-27	4. Mai 2002
Patent	≯	Taiwan	combiPlus/ Baltes	SIG Combibloc Systems GmbH	02. Mai 03	-	102 20 058.0-27	4. Mai 2002
	Sn	USA	combiPlus/ Baltes	SIG Combiblion Systems GmbH	02. Mai 03	-	102 20 058.0-27	4. Mai 2002
Patent	o ×	international	combiPlus/ Baltes	SIG Combibloc Systems GmbH	02. Mai 03	DE 102 20 (20 058.0-27	4. Mai 2002
Patent	DE	Deutschland	Autoklavschutzbeutel/Wolters	SIG Combibloc Systems GmbH	08. Feb 02			
Patent	CA	Kanada	Autoklavschutzbeutel/Wolters	SIG Combibloc Systems GmbH	07. Feb 03	•	102 05 458.4-27	
Patent	ЕР	Europa	Autoklavschutzbeutel/Wolters	SIG Combiblio Systems GmbH	07. Feb 03	•	458.4-27	8. Februar 2002
Patent	Ŧ	Thailand	Autoklavschutzbeutel/Wolters	SIG Combibloc Systems GmbH	07. Feb 03	•	102 05 458.4-27	8. Februar 2002
Patent	≯	Taiwan	Autoklavschutzbeutel/Wolters	SIG Combibloc Systems GmbH	07. Feb 03	ш	102 05 458.4-27	8. Februar 2002
Patent	SN	NS A	Autoklavschutzbeutel/Wolters	SIG Combibloc Systems GmbH	07. Feb 03	ш	02 05 458.4-27	8. Februar 2002
Patent	o ∧	International	Autoklavschutzbeutel/Wolters	SIG Combibloc Systems GmbH	07. Feb 03	102	05 458.4-27	8. Februar 2002
Patent	DE DE	Deutschland	Haftverm ittleraktivierung	Combibloc	22. Apr 02			
Patent	ΕР	Europa	Haftverm ittleraktivierung		15. Jan 03	DE 102 17	102 17 941.7-45	22. April 2002
Patent	DE	Deutschland	Retort-Tray / Bömer, Wolters	Combibloc	19. Jul 02			
Patent	DE	Deutschland	Druckfarben-Schutzfolie	Combibloc	08. Nov 02			
Patent	<u>Б</u>	Europa	Twistinsetter/Baltes	SIG Combibloc	24. Mrz 04	_	13 244.9-27	25. März 2003
Patent	ΑT	Österreich	combiLift / Dammers, Schmidt, \	Combibloc	05. Feb 99	Ш	198 05 030.5-27	9. Februar 1998
Patent	CH	Schweiz	combiLift / Dammers, Schmidt, \SIG	Combibloc	05. Feb 99	П	98 05 030.5-27	9. Februar 1998
Patent	DE	Deutschland	combil.ift / Dammers, Schmidt, \SIG	Combibloc	05. Feb 99	Ш	98 05 030.5-27	9. Februar 1998
Patent	БР	Europa	combil.ift / Dammers, Schmidt, \SIG	Combibloc	05. Feb 99	ш	198 05 030.5-27	9. Februar 1998
Patent	ES	Spanien	combil.ift / Dammers, Schmidt, 1SIG	ISIG Combibloc Systems GmbH	05. Feb 99	ш	030.5-27	9. Februar 1998
Patent	ኧ	Frankreich	combil.ift / Dammers, Schmidt, \SIG	Combibloc	05. Feb 99	П	98 05 030.5-27	9. Februar 1998
Patent	ВB	Großbritannien	combil.ift / Dammers, Schmidt, 1SIG	Combibloc	05. Feb 99	Ш	198 05 030.5-27	
Patent	⊨	Italien	combiLift / Dammers, Schmidt, \SIG	Combibloc	05. Feb 99	Ш	198 05 030.5-27	9. Februar 1998
Patent	٦	Niederlande	combil ift / Dammers, Schmidt,	combiLift / Dammers, Schmidt, \SIG Combibloc Systems GmbH	05. Feb 99	•	.5-27	9. Februar 1998
Patent	¥Τ	Österreich	Laser processing of discrete sheSIG Combibloc	eSIG Combibloc Systems GmbH	11. Jun 96		5	Juni 1995
Patent	G	Schweiz	Laser processing of discrete she SIG	Combibloc	11. Jun 96	US 08/489,547	5.	Juni 1995
Patent	DE	Deutschland	Laser processing of discrete sheSIG	Combibloc	11. Jun 96	US 08/489,547	12.	Juni 1995
Patent	EP P	Europa	Laser processing of discrete sheSIG	eSIG Combibloc Systems GmbH	11. Jun 96	US 08/489,547	12	Juni 1995
	ВB	Großbritannien	Laser processing of discrete sheSIG	Combibloc	11. Jun 96	US 08/489,547	12.	Juni 1995
	⊨	Italien	Laser processing of discrete sheSIG	Combibloc	11. Jun 96		Ψ-	12. Juni 1995
Patent	ᆿ	Japan	Laser processing of discrete sheSIG	Combibloc	11. Jun 96	s		12. Juni 1995
	ΑT	Österreich	Scanneraktivierung/Grützner, M:SIG	Combibloc	28. Jul 00	_	9-27	31. Juli 1999
	ΑT	Österreich	Scanneraktivierung/Grützner, M	Combibloc	크	DE 19936150	÷.	Juli 1999
Patent	8	Belgien	Scanneraktivierung/Grützner, M:SIG	ISIG Combibloc Systems GmbH	28. Jul 00	199 36 150.9-27		31. Juli 1999

	1999	1. Juli 1999		_	11. Juli 1899	1 - 8 8 8	000	Juli 1999	666	1. Juli 1999	666	99	. Juli 1999		31. Juli 1999	9	31. Juli 1999	21 1111 1000	0 0	2	34 .1111 1999	-	31 .1011.1999	-	31. Juli 1999		31. Juli 1999	, O	März 19	März 19	≥	März 1997	März 1997	März 1997					
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Patent (GB	Großbritannien	Füller-AFK/Knuppertz, Heil	G Combibloc Systems	23. Mrz 98	197 11 799.6-27 2
Patent N	×	Mexiko	Füller-AFK/Knuppertz, Heil	G Combibloc Systems Gm	Mrz	E 197 11 799,6-27 21. März
	RU	Russische Föderation	Füller-AFK/Knuppertz, Heil	SIG Combibloc Systems GmbH	23. Mrz 98	11 799.6-27 21. März 19
Patent	Η	Thailand	Füller-AFK/Knuppertz, Heil	G Combibloc Systems Gm	20. Mrz 98	E 197 11 799.6-2
	AR	Argentinien	combiFit / Thiersch	G Combiblec Systems	Sep	E 100 17 735.2 11. April 2000
	AT		combiFit / Thiersch	G Combiblec Systems	Sep	E 199 47 014.6 30. September 1
Patent /	٩C		combiFit / Thiersch	Combiblec Systems	29. Sep 00	E 199 47 014.6 30. September 1
	BE	Belgien	combiFit / Thiersch	G Combiblec Systems	9. Sep	E 199 47 014.6 30. September 199
	BR	_	combiFit / Thiersch	G Combibloc Systems	9. Sep	E 199 47 014.6 30, September 1
Patent (CA	Kanada	combiFit / Thiersch	Combibloc Systems	Sep	E 199 47 014.6 30. September 199
	СН		combiFit / Thiersch	Combibloc	Sep	E 199 47 014.6 30.
Patent (CL	Chile	combiFit / Thiersch	Combibloc Systems	Sep	E 100 17 735.2 11. April 2000
Patent (ζ	Zypern	combiFit / Thiersch	Combible Systems	Sep	E 199 47 014.6 30. September 1
	CZ	hische Republik	combiFit / Thiersch	Combibloc Systems	Sep	E 19947 014.6 30. September 1
Patent	DE	Deutschland	combiFit / Thiersch	S	Sep	E 199 47 014.6 30.
Patent [DK	Dänemark	combiFit / Thiersch	Combibloc Systems	Sep	E 199 47 014.6 30. September 1
Patent	EР	Europa	combiFit / Thiersch	Combibloc Systems	29. Sep 00	E 19947 014.6 30. September 1
Patent	ВS	Spanien	combiFit / Thiersch	Combibloc Systems	Sep	E 199 47 014.6 30. September 1
Patent	ᇤ	Finnland	combiFit / Thiersch	Combibloc Systems	Sep	E 19947014.6 30. September 1
Patent	댔	Frankreich	combiFit / Thiersch	Combibloc Systems	Sep	E 19947014.6 30. September 1
	GВ	Großbritannien	combiFit / Thiersch	Ś	Sep	E 19947014.6 30. September 1
Patent (GR SR	Griechenland	combifit / Thiersch	G Combiblio Systems	29. Sep 00	199 47 014.6 30. September 1
Patent	ЭН	Ungarn	combiFit / Thiersch	G Combibloc Systems Gm	Sep	E 19947014.6 30. September 1
_	ш	Irland	combiFit / Thiersch	G Combibloc Systems Gm	Sep	E 19947014.6 30. September 1
Patent	-	Israel	combiFit / Thiersch	G Combibloc Systems Gm	29. Sep 00	E 19947014.6 30. September 1
_	⊨	Italien	combiFit / Thiersch	G Combibloc Systems Gm	Sep	E 199 47 014.6 30.
	굨	Japan	combiFit / Thiersch	G Combibloc Systems Gm	29. Sep 00	E 199 47 014.6 30. Septe
Patent	R R	Südkorea	combiFit / Thiersch	G Combiblio Systems Gm	Sep	E 199 47 014.6 30. September
Patent	2	Luxemburg	combiFit / Thiersch	G Combibloc Systems Gm	9. Sep	199 47 014.6 30.
	ပ X	Monaco	combiFit / Thiersch	G Combibloc Systems Gm	9. Sep	199 47 014.6 30. September 19
Patent	×	Mexiko	combiFit / Thiersch	IG Combiblior Systems Gm	ö.	E 19947014.6 30.
Patent	N L	Niederlande	combiFit / Thiersch	IG Combibloc Systems Gm	Sep	E 199 47 014.6 30.
Patent	0	Norwegen	combiFit / Thiersch	G Combibloc Systems Gmb	o.	E 199 47 014.6 30.
Patent	P.	Polen	combiFit / Thiersch	IG Combibloc Systems Gm		E 199 47 014.6 30.
Patent F	ΡŢ	Portugal	combiFit / Thiersch	Combibloc Systems Gm	29. Sep 00	47 014.6 30. Se
Patent F	RU	Russische Föderation	combiFit / Thiersch	SIG Combibloc Systems GmbH	29. Sep 00	DE 199 47 014.6 30. September 1999

E 100 17 735.2 11. April 2000 1E 199 47 014.6 30. September 1999 1E 100 17 735.2 11. April 2000 1E 199 47 014.6 30. September 1999 1E 100 17 735.2 11. April 2000 1E 199 47 014.6 30. September 1999 1E 199 47 014.6 30. September 1999

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SCHEDULE 3
List of Registered Designs

SIG Con	TP:	SIG Combibloc Systems patents,	patents, registered designs, utility models	s, utility models		Status: August 2007
Reg-design [出	teg-design DE Deutschland	Wägesteuerung/Buchkremer	erung/Buchkremer SIG Combibloc Systems GmbH	10. Jan 03	
Reg-design [出	leg-design DE Deutschland		Dammers, Schmidt SIG Combibloc Systems GmbH	05. Feb 99	
Reg-design CN China	중	China	combiFit / Thiersch	SIG Combibloc Systems GmbH	14. Mai 02	
Reg-design DE Deutschland	出	Deutschland	combiFit / Thiersch	SIG Combibloc Systems GmbH	29. Sep 00	

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SCHEDULE 4
List of Trademarks

Product Irademarks	KS ZUU!		Kegistere		E0)	indec sys					The state of the s	
SIG COMBIBLOC	V	Word		,	06.12.2002	1853757	03.10.2003	03.10.2013 M			SiG Combibled Syst. GmbH	
	Н	Morel			06.12.2002	1953755	03.10.2003	03.10.2013 M			SIG Combibles Syst. GmbH	
	COMBINE	White	A.	9 2	06.02.2001 31880	31823	15 05 2002	06.02.2011 W	Michael Eccarius	Coheusz & Florack	Sig Combibles Syst. Gridh	
	ļ.	Vord			05.10.2000	1870511	06.05.2002	06.05.2012 M		П	SIG Combiblion Syst. GmbH	
	Н	Vord			05.10.2000	1870512	08.05.2002	08:05:2012 M	1		SiG Combiblioc Syst. OmbH	
	1	Mord		9	06.10.2000	852744	09.09.2001	M 0102.01.80			Sig Compileo Syst. Onton	
		Word		-	06.10.2000			2			SIG Combibles Syst. GmbH	
	ı	Mord		20	05.10.2000			2			SiO Combibloc Syst. GmbH	
	П	Mord			06.10.2000	595261	02.05.2001	02.05.2011 N	02.05.2011 Michael Eccentus	l	Sig combined syst GmbH	
	1	More			06.10.2000	200 P3 259	19.07.2001	31 10 2010 N		l	SIG COMPEDIO SYST. GINDT	
	1	Mord		18	08.04.2000	1595497	08.06.2001	30.04.2010 M			SiG Combiblec Syst. OmbH	
	ı	Mord			05.10.2000	142 827	05.09.2001	N 2002/01/20	Ш		SiG Combibled Syst, OmbH	
	Н	Word			05.10.2000	142 828	05.09.2001	05.10.2007 N			SIO Combibles Syst. Ombi-	
	1	Word		20	08.10.2000	623080	17.06.2002	17.05.2012 N			SIG Combibles Syst. OmbH	
	П	Word	. XIA		06.10.2000	656126	31.01.2001	08.10.2010 N	1	Cohausz & Florack	SIG Combibles Syst. OmbH	
		Mord			06.10.2000	709590	31.07.2001	06.10.2010 N	I		SIO Combiblios Sylet. OmbH	
		Vord			08.01.2001	626 /85	05.08.2002	11.09.2010 M			SIO Combibleo Syst. OmbH	
		Word			00.01.2001	651 / 26	14.10.2002	41.09.2010 N	1	İ	SiO Combibles Syst. Ombi-	
	1	Nord			00.10.2000	1011577	16.06.2002	15.08.2012 N	١		SIG Combibles Syst. Ombi	
	ł	Mord			06.10.2000	995070	18.04.2002	28.02.2008 N	١	l	Sto Completo Syst Grand	
	1	Word		20	06.10.2000	2,758,020	26.06.2003	26.08.2013 N	-		Sio Combiblec Syst. GmbH	
	١	Word		8	10.08.2001	762,348	19.06.2004	10.08.3011 M	-		SIO Combiblios Syst. GmbH	
		More			11.10.2000	13838	10.07.2001	11.10.2010 M	١	Cohausz & Floreck	SIO Combiblios Syst. OmbH	
	-	Avord			11.10.2000	13840	10.07.2001	11.10.2010 M	١		SIO Combiblios Syst. OmbH	
	ı	Mord			08.10.2000	2000 19902	06.10.2000	06.10.2010 N	ı		Sig Combiblios Syst. Ombi-	
	-	Word			06.10.2000	2000 18803	08.10.2000	OS.10.2010 N		Consust & Floreck	Sig Combinion Syst. Chich	
	١	Word			21.08.2000	838755	19,01,2009	21.06.2010 N	l		SIG Compligion SVIII GIRDH	
	ı	Nord			21.02.2000	300 12 787	08.05.2000	28.02.2010 N	1		Sig Combibled Syst. Cambri	
	١	Nord			21.08.2000	463748	17.07.2001	22.09.2010 M			Sio Combiblec Syst. OmbH	
		Aford			30,08,2000	138448	12.10.2001	30.08.2007 IN			SIG Combibles Syst. Ombr	
		Warld			21,08,2000	521415	24.05.2002	24.05.2012 N			Si@ Combiblec Syet. OmbH	
		Word			26.06.2000	708384	30.07.2001	28.08.2010 N			SiG Combibles Syst. GmbH	
	1	Word			29.06.2000	2000/08478	21.02.2000	21.02.2010 N			StO Combiblioc Syst. OmbH	
		Mord			21.08.2000	817278	21.02.2000	21.02.2007 N			SiG Combiblioc Syst. OmbH	
	l	Word			21.08.2000 4-2	000-007107	16.04.2004	16.04.2014 N			SiG Combiblion Syst. GmbH	
	ŀ	Word			05.07.2000	T00/11566Z	21,02,2000	21.02.2010 N		Cohausz & Florack	SiG Combiblec Syst. GmbH	
	ı	Word			03.08.2000	890988	16.04.2002	28.02.2008 N			SIG Combiblion Syst. GmbH	
		Word			21.08.2000	2,774,398	21.10.2003	21.10.2013 N			SIG Combiblion Syst. GmbH	
	П	Word	ZA		21.08.2000	2000 12587	21.02.2000	21.06.2010 N			SiG Combibles Syst. GmbH	
	Н	Word		20	5.10.200	300 73 258		2			SIG Combiblec Syst. GmbH	
		Mord			06.02.2001	31814	07.05.2002	05.02.2011 N			SIG Combibles Syst. GmbH	
		Word			06.02.2001	31821	07.05.2002	06.02.2011 N			SiG Combiblec Syst. GmbH	
		Word			05.10.2000	1870513	08.05.2002	08.05.2012 N	2 Michael Eccarius		SIG Combiblioc Syst. OmbH	
	- 1	Word			05.10.2000	1670514	08.05.2002	08.05.2012 N			SIG Combibles Syst. OmbH	
		Word		20	06.10.2000	852745	09.08.2001	08.10.2010 N		1	SIG Combiblion Syst. OmbH	
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	1	Mord		20	05.10.2000			2			SIG Combibles Syst. GmbH	
	l	Word		-	06.10.2000	595282	02.05.2001	02.05.2011 N			SIG Combiblioc Syst. GmbH	
	ı	More			06.10.2000	599843	18,07,2001	18.07.2011 N			SIG Combibles Syst. OmbH	
	ı	Prefeith.		20	06.04.2000	1585545	08.06.2007	30.04.2010 N			SiG Combibles Syst. OmbH	
	l	Adverd			UUU2 UT ZU	18587	08.04.2000	N 2007 N	ļ		Sig Combibles Syst, OmbH	
	١	More			07 10 2000	13380	23 11 2003	OB 04 2007 by			Sio Combibled Syst, Order	
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	ı				00000	001770	00 40 3000	2010	ĺ		Sig Combibles Syst. OmbH	
	1	More	٥		00.10.2000	59907	12.06.2002	06.04.2010	Michael Eccarius	Cohauge & Florack	SIG Combibles Syst. OmbH	
	l	Atord			0010 2000	59908	12.06.2002	06.04.2010 N			SIO Combibioe Syst. OmbH	
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	100	Aford			1000	664.007	30 10 2002	44 DG 2010 N	Michael Roserkie	Coheusz & Florack	Sig Combibliop Syst. GmbH	
	2000	- Constitution			000 40 2000	1045478	48.00.2002	45 DR 2012 N			Sig Combibles Syst. Ombit	
	ĺ	Afred			0007 01 80	005071	18.04.2002	28.02.2008 N	Michael Eccaritie		Sig Combibles Syst, OmbH	
		Word		20	08.10.2000	2.784.184	18.11.2003	18:11.2013 N			SIG Combibles Syst. OmbH	
	ŀ	More		20	19.08.2001	763220	19.06.2001	19.08.2011 N			SIG Combiblion Syst, OmbH	
	H	Morel			08.10.2000	13837	10.07,2001	08.10.2010 N			SiQ Combibleo Syst. GmbH	
		Abrd			08.10.2000	13838	10.07,2001	08.10.2010 N			SIG Combiblion Syst. GmbH	
	ļ	Word	00		02.08.1985	T95/07093F	02.08.1995	02.08.2005 N	02:08:2005 Michael Eccarius	Cohausz & Florack	SiG Combibleo Syet. OmbH	
	1	Mord			07.02.1995	709004	01,03.1996	28.02.2006 N			SIG Combibles Syst. GmbH	
Cornerate Communications												
Trademark Administration												
Neuhausen em Kheinfell, August 07												

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Germany-#664576-v11

SCHEDULE 5
List of Utility Model

SIG Combibloc Systems pa

patents, registered designs, utility models

Status: August 2007

ility-model TH	Thalland	combiShape II/A (25b)	SIG Combibloc Systems GmbH	07. Jun 02	DE 402 00 704.2 29. Januar 2002
Itility-model TH	Thailand	combiShape II/A (57)	SIG Combibloc Systems GmbH	07. Jun 02	
Jtility-model TH	Thailand	combiShape II/B (122)	SIG Combibloc Systems GmbH	07. Jun 02	
odel TH	Thailand	combiShape II/A (Diverse 5)	SIG Combibloc Systems GmbH	07. Jun 02	DE 402 00 704.2 29. Januar 2002
odel TH	Thailand	combiShape II/A (Diverse 6)	SIG Combibloc Systems GmbH	07. Jun 02	DE 402 01 677.7 26. Februar 2002
Utility-model TH	Thailand		SIG Combibloc Systems GmbH	07. Jun 02	
nodel TW	Taiwan	shape II/A (25b)	SIG Combibloc Systems GmbH	07. Jun 02	
nodel TW	Taiwan	combiShape II/A (57)	SIG Combibloc Systems GmbH	07. Jun 02	DE 402 00 704.2 29. Januar 2002
Utility-model TW	Taiwan		SIG Combibloc Systems GmbH	07. Jun 02	DE 402 01 677.7 26. Februar 2002
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Jtility-model TW	Taiwan	erse 6)	SIG Combibloc Systems GmbH	07. Jun 02	DE 402 00 704.2 7. Juni 2002
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Utility-model DE	Deutschland		SIG Combibloc Systems GmbH	28. Sep 00	
Jtility-model MX	Mexiko		SIG Combibloc Systems GmbH	28. Mrz 01	DE 400 09 215.8 28. September 2000
Itility-model MX	Mexiko	Alternativen cb 4	SIG Combibloc Systems GmbH	28. Mrz 01	400 09 215.8
Jtility-model MX	Mexiko	Alternativen cb 4	SIG Combibloc Systems GmbH	28. Mrz 01	DE 400 09 215.8 28. September 2000
Itility-model US	USA	Alternativen cb 4	SIG Combibloc Systems GmbH	28. Mrz 01	
Jtility-model US	V S A	Alternativen cb 4	SIG Combibloc Systems GmbH	28. Mrz 01	
Jtility-model US	USA VSA	Alternativen cb 4	SIG Combibloc Systems GmbH	28. Mrz 01	DE 400 09 215.8 28. September 2000
Jtility-model WO	International	Alternativen cb 4	SIG Combibloc Systems GmbH	28. Mrz 01	DE 400 09 215.8 28. September 2000

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SCHEDULE 6 Übertragungserklärung (Declaration of Assignment)

Die unterzeichnende Firma				
The undersigning company				
SIG Combibloc Systems GmbH				
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)

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SIG Co	OMBIBLOC SYSTEM GMBH					
Ву:	Name: Sauch Stow Title: Athonsed Synaton	Ву:	Name: Title:	Sole Elizaseth Allonsed	Dalus Sy had	`a~
	OIT SUISSE urity Trustee					
Ву:		Ву:				
	Name: Title:		Name: Title:			
Ackno	owledged and agreed					
SIG T	TECHNOLOGY AG					en.
Ву:		Ву:		<u></u>		
	Name: Title:		Name: Title:			

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	COMBIBLOC SYSTEM GMBH ransferor		
Ву:	Name: Title:	Ву:	Name: Title:
	Name: Title:	By :	Name: Title:
Ackn	owledged and agreed		
SIG '	TECHNOLOGY AG		
Ву:		By:	
	Name:		Name:
	Title:		Title:

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Ву:	Name: Title:	Ву:	Name: Title:
Ackno	owledged and agreed		
SIG T	Name: Elmar Franzon Title:	Ву:	Name: Andon Demarae/s Title: Managing Director

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RECORDED: 12/10/2007

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