

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse		03/28/2008	Bank: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	SIG Corpoplast GmbH & Co. KG
Street Address:	Meiendorfer Strasse 283
City:	Hamburg
State/Country:	GERMANY
Postal Code:	22145
Entity Type:	LIMITED PARTNERSHIP: GERMANY

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2317711	TWIN
Registration Number:	2342274	BLOMAX

CORRESPONDENCE DATA	
Fax Number:	(212)909-6836
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-909-6000
Email:	trademarks@debevoise.com
Correspondent Name:	P. Scott Selig, Esq.
Address Line 1:	919 Third Avenue
Address Line 2:	Debevoise & Plimpton LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23091-1003
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DOMESTIC REPRESENTATIVE	
Name:	

CH \$65.00 2317711

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	P. Scott Selig, Esq.
Signature:	/P. Scott Selig/
Date:	04/10/2008

Total Attachments: 54

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EXECUTION COPY

The taking of this document or any certified copy of it or any document which constitutes substitute documentation for it, or any document which includes written confirmations or references to it, into Austria as well as printing out any e-mail communication which refers to any Finance Document in Austria or sending any e-mail communication carrying an electronic or digital signature which refers to any Finance Document to an Austrian addressee may cause the imposition of Austrian stamp duty. Accordingly, keep the original document as well as all certified copies thereof and written and signed references to it outside of Austria and avoid printing out any email communication which refers to any Finance Document in Austria or sending any e-mail communication carrying an electronic or digital signature which refers to any Finance Document to an Austrian addressee.

SIG Combibloc Holding GmbH

SIG Plastics Holding GmbH

SIG Beverages Germany GmbH

SIG Asbofill GmbH

SIG Plasmax GmbH

SIG Corpoplast GmbH & Co. KG

SIG Moldtec GmbH & Co. KG

and

CREDIT SUISSE

RELEASE AGREEMENT

Dated March 28, 2008

DEBEVOISE & PLIMPTON LLP

90035408v8

TRADEMARK
REEL: 003756 FRAME: 0335

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THIS RELEASE AGREEMENT ("Release Agreement") is made on March 28, 2008

BETWEEN

1. **SIG Combibloc Holding GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), having its business address at Weilheimer Strasse 5, 79761 Waldshut-Tiengen, Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Freiburg i. Br. under HRB 620756;
2. **SIG Plastics Holding GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), having its business address at Weilheimer Strasse 5, 79761 Waldshut-Tiengen, Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Freiburg i. Br. under HRB 621389;
3. **SIG Beverages Germany GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) having its business address at Helenenstraße 149, 45143 Essen, Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Essen under HRB 14395;
4. **SIG Asbofill GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) having its business address at Jagenbergstraße 1, DE-41468 Neuss, Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Neuss under HRB 12425;
5. **SIG Plasmamax GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) having its business address at Meiendorfer Straße 283, 22145 Hamburg, Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Hamburg under HRB 94769;
6. **SIG Corpoplast GmbH & Co. KG**, a limited partnership (*Kommanditgesellschaft*) having its business address at Meiendorfer Straße 283, 22145 Hamburg, Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Hamburg under HRA 95246;

7. **SIG Moldtec GmbH & Co. KG**, a limited partnership (*Kommanditgesellschaft*) having its business address at Helenenstraße 149, 45143 Essen, Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Essen under HRA 7176;
8. **Credit Suisse**, having its business address at 1 Cabot Square, London E14 4QJ, United Kingdom, in its capacity as facility agent and security trustee under the Senior Facilities Agreement (as defined below) (the „Agent“ or the „Security Trustee“); and
9. the Pledges including the institutions listed in Part 1 of Schedule 1 hereto (including their successors and assigns) in their capacity as lenders, issuing banks, hedge counterparties and ancillary lenders under the Senior Facilities Agreement (as defined below),

the parties listed under (1) through (7) above individually a “Security Grantor” and jointly the “Security Grantors”, and the parties listed under (8) through (9) above individually a “Secured Party” and jointly the “Secured Parties” – the Secured Parties together with Security Grantors (the “Parties”).

WHEREAS

- A. A senior facilities agreement dated May 11, 2007 has been entered into between, inter alia, Beverage Packaging Holding (Luxembourg) I S.A. as Original Borrower and Credit Suisse as Original Lender, Mandated Lead Arranger, Agent and Security Trustee (the "Senior Facilities Agreement"). Terms defined in the Senior Facilities Agreement have the same meaning in this Release Agreement, unless a contrary indication appears.
- B. In order to regulate the legal relationship between the Lenders under the Senior Facilities Agreement and certain other external group borrowings, an intercreditor agreement dated May 11, 2007 has been entered into between, inter alia, Rank Group Holdings Limited, Beverage Packaging Holdings (Luxembourg) I S.A., Beverage Packaging Holdings (Luxembourg) II S. A. and Credit Suisse as Original Senior Lender, Senior Agent, Senior Issuing Bank, Original Subordinated Bridging Lender, Original Subordinated Bridging Agent and Security Trustee (the "Intercreditor Agreement").
- C. The Security Grantors each have (i) acceded to the Senior Facilities Agreement as an Additional Guarantor by entering into an Accession Letter; (ii) acceded to the Intercreditor Agreement as Obligors by entering into an Accession Agreement (as defined in the Intercreditor Agreement); (iii) entered into a guarantee and security fee agreement and (iv) entered into security agreements with the Security Trustee and others in order to secure the obligations of all Borrowers and Guarantors under the Finance Documents.
- D. By a letter dated January 16, 2008 (the "Waiver Request"), Beverage Packaging Holdings (Luxembourg) I S.A. notified the Agent of its intention to sell the Beverages division of the SIG business through, amongst others, the sale of (i) the companies listed in Schedule 2 ("German Sale Companies") by way of a Third Party Disposal, (ii) certain assets and liabilities and rights under certain agreements of SIG Beverages Brasil Ltda (a non-Obligor) and (iii) certain intellectual property rights and licenses of selling companies related to the businesses being sold (the "IP Rights").
- E. In the Waiver Request, Beverage Packaging Holdings (Luxembourg) I S.A. requested the release of (i) any security over shares, member or partnership interests in any German Sale Company, (ii) the German Sale Companies that have provided guarantees and security from their obligations under the

Finance Documents and (iii) any security over certain IP Rights provided by the Security Grantors.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

"Additional Security Interests" shall have the meaning as defined in clause 3.3.

"Business Day" shall mean a day other than a Saturday or Sunday, on which banks are open for general business in Frankfurt am Main, Federal Republic of Germany.

"Effective Date" means the date on which EUR 129,728,000 or more is received by SIG Holding AG into the SPA Account.

"German Sale Companies" shall have the meaning as defined in the Preamble under (D).

"Intercreditor Agreement" shall have the meaning as defined in the Preamble under (B).

"IP Rights" shall have the meaning as defined in the Preamble under (D).

"Land Charge 1" shall have the meaning as defined in clause 2.7 (iii).

"Land Charge 2" shall have the meaning as defined in clause 2.7 (iv).

"Land Charges" shall mean Land Charge 1 and Land Charge 2.

"Pledge Agreements" means the agreements listed in clauses 2.1, 2.2, 2.3, 2.4, 2.5(ii), 2.6(ii), 2.7(ii) and 2.8(ii).

"Pledges" means all Pledges defined as such in each of the Pledge Agreements.

"Release" shall mean any and all security releases, waivers, surrenders, retransfers, reassignments and terminations to be carried out under and in connection with this Release Agreement (including, without limitation, the effectiveness of the releases, actions, measures, agreements and declarations in clause 3).

"Release Agreement" shall have the meaning as defined in the Recitals.

"Secured Party" shall have the meaning as defined in the Recitals.

"Security Agreements" shall have the meaning as defined in clause 2.

"Security Grantor" shall have the meaning as defined in the Recitals.

"Security Interests" shall have the meaning as defined in clause 2.

"Senior Facilities Agreement" shall have the meaning as defined in the Preamble under (A).

"SPA Account" means the SIG Holding AG bank account with the following details:

Account holder:	SIG Holding AG
Bank:	Deutsche Bank, Singen
Account number:	0089327100
IBAN:	DE63692700380089327100
Swift:	DEUTDE6F692.

"Waiver Request" shall have the meaning as defined in the Preamble under (D).

2. EXISTING SECURITY

The following security interests ("Security Interests" and the security agreements referred to in this clause 2 underlying any Security Interest hereinafter the "Security Agreements") have been granted by the Security Grantors under or in connection with the Finance Documents in favor of the Security Parties:

2.1 By SIG Combibloc Holding GmbH:

(i) pledge of its shares in SIG Asbofill GmbH (roll of deeds no. A. Prot. 2007/71 of the notary public Dr. Markus Schülkin, Basel, Switzerland, dated September 11, 2007) between among others SIG Combibloc Holding GmbH as pledgor and Credit Suisse as Security Trustee and pledgee and the institutions named herein as pledgees relating to the shares in SIG Combibloc Beteiligungs GmbH, SIG Combibloc Systems GmbH, SIG Vietnam Beteiligungs GmbH and SIG Asbofill GmbH, the ("Share Pledge Agreement 1"),

2.2 By SIG Plastics Holding GmbH:

(i) pledge of its shares in SIG Plasmax GmbH (roll of deeds no. A. Prot. 2007/72 of the notary public Dr. Markus Schülin, Basel, Switzerland, dated September 11, 2007) between among others SIG Plastics Holding GmbH as pledgor and Credit Suisse as Security Trustee and pledgee and the institutions named therein as pledgees relating to the shares in SIG Beverages Germany GmbH and SIG Plasmax GmbH, the ("Share Pledge Agreement 2"),

2.3 By SIG Plastics Holding GmbH:

(i) pledge over its limited partner's interest in SIG Corpoplast GmbH & Co. KG, pursuant to a partnership interest pledge agreement among others between SIG Plastics Holding GmbH as LP pledgor and SIG Beverages Germany GmbH as GP pledgor and Credit Suisse as Security Trustee and pledgee and the institutions named herein as pledgees, dated September 12, 2007; and

(ii) pledge over its limited partner's interest in SIG Moldtec GmbH & Co KG, pursuant to a partnership interest pledge agreement between among others SIG Plastics Holding GmbH as LP pledgor and SIG Beverages Germany GmbH as GP pledgor and Credit Suisse as Security Trustee and pledgee and the institutions named herein as pledgees, dated September 12, 2007.

2.4 By SIG Beverages Germany GmbH:

(i) pledge over its general partner's interest in SIG Corpoplast GmbH & Co. KG, pursuant to a partnership interest pledge agreement between among others SIG Plastics Holding GmbH as LP pledgor and SIG Beverages Germany GmbH as GP pledgor and Credit Suisse as Security Trustee and Pledgee and the institutions named herein as pledgees, dated September 12, 2007; and

(ii) pledge over its general partner's interest in SIG Moldtec GmbH & Co KG, pursuant to a partnership interest pledge agreement between among others SIG Plastics Holding GmbH as LP pledgor and SIG Beverages Germany GmbH as GP pledgor and Credit Suisse as Security Trustee and pledgee and the institutions named herein as pledgees, dated September 12, 2007.

2.5 By SIG Asbofill GmbH:

(i) global security assignment of, inter alia, receivables on the basis of a global assignment agreement between SIG Asbofill GmbH as assignor and Credit Suisse as Security Trustee, dated September 12, 2007; and

(ii) pledge of its accounts on the basis of an account pledge agreement between among others SIG Asbofill GmbH as pledgor and Credit Suisse as Security Trustee and pledgee and the institutions named herein as pledgees, dated September 12, 2007.

2.6 By SIG Plasmax GmbH:

(i) global security assignment of, inter alia, receivables on the basis of a global assignment agreement between SIG Plasmax GmbH as assignor and Credit Suisse as Security Trustee, dated September 12, 2007; and

(ii) pledge of its accounts on the basis of an account pledge agreement between among others SIG Plasmax GmbH as pledgor and Credit Suisse as Security Trustee and pledgee and the institutions named herein as pledgees, dated September 12, 2007.

2.7 By SIG Corpoplast GmbH & Co. KG:

(i) global security assignment of, inter alia, receivables on the basis of a global assignment agreement between SIG Corpoplast GmbH & Co. KG as assignor and Credit Suisse as Security Trustee, dated September 12, 2007;

(ii) pledge of its accounts on the basis of an account pledge agreement between among others SIG Corpoplast GmbH & Co. KG and Credit Suisse as Security Trustee and pledgor and the institutions named herein as pledgees, dated September 12, 2007;

(iii) joint land charge without certificate (*Gesamtbuchgrundschuld*) amounting to EUR 90,000,000 plus interest and ancillary costs (roll of deeds no. 215/2007 of the notary public Dr. Stefan von Holst, dated September 11, 2007) ("Land Charge 1"), including assignment of claims for restitution with regard to prior or equal ranking land charges;

(iv) joint land charge without certificate (*Gesamtbuchgrundschuld*) amounting to EUR 10,000,000 plus interest and ancillary costs (roll of deeds no. 216/2007 of the notary public Dr. Stefan von Holst, dated September 11, 2007) ("Land Charge 2" together with Land Charge 1, the "Land Charges"), including assignment of claims for restitution with regard to prior or equal ranking land charges;

(v) security purpose agreement (*Sicherungszweckerklärung*) relating to the Land Charges, between SIG Real Estate GmbH & Co KG, SIG

Combibloc Vermögensverwaltungs GmbH, SIG Corpoplast GmbH & Co KG and Credit Suisse as Agent and Security Trustee, dated September 12, 2008; and

(vi) security transfer and security assignment of intellectual property on the basis of a security transfer and assignment agreement regarding intellectual property rights between SIG Corpoplast GmbH & Co KG as transferor and Credit Suisse as Security Trustee, dated September 12, 2007.

2.8 By SIG Moldtec GmbH & Co. KG:

(i) global security assignment of, inter alia, receivables on the basis of a global assignment agreement between SIG Moldtec GmbH & Co. KG as assignor and Credit Suisse as Security Trustee, dated September 12, 2007; and

(ii) pledge of its accounts on the basis of an account pledge agreement between SIG Moldtec GmbH & Co. KG pledgor and Credit Suisse as Security Trustee and pledgee and the institutions named herein as pledgees, dated September 12, 2007.

3. TERMINATION, REASSIGNMENT, RETRANSFER AND CANCELLATION

3.1 The Parties irrevocably and unconditionally agree that the German Sale Companies are released from any and all obligations and liabilities in their capacity as Additional Guarantors under the Senior Facilities Agreement and as Obligors under the Intercreditor Agreement and under any other Finance Document vis-à-vis the Secured Parties without recourse for the benefit of the relevant German Sale Company, and the relevant German Sale Company herewith accepts such release (*Freigabe*).

3.2 The Parties irrevocably and unconditionally agree that:

(i) the pledges created over the current and future shares in SIG Asbofill GmbH under the pledge agreement specified in clause 2.1(i) is released and surrendered (*freigegeben und aufgehoben*) without recourse (for the avoidance of doubt, the pledges over the shares in each Company (as defined in the Share Pledge Agreement 1) other than SIG Asbofill GmbH shall remain in full force and effect);

(ii) the pledges created over the current and future shares in SIG Plasmax GmbH under the pledge agreement specified in clause 2.2(i) is released and surrendered (*freigegeben und aufgehoben*) without recourse (for the avoidance of

doubt, the pledges over the shares in each Company (as defined in the Share Pledge Agreement 1) other than SIG Plasmax GmbH shall remain in full force and effect);

(iii) any and all pledges created under the pledge agreements specified in clauses 2.3 (i), 2.3 (ii), 2.4 (i), 2.4 (ii), 2.5 (ii), 2.6 (ii), 2.7(ii), 2.8 (ii), are released and surrendered (*freigegeben und aufgehoben*) without recourse;

(iv) any and all obligations and liabilities of the German Sale Company vis-à-vis the Secured Parties under or in connection with the Security Agreements specified in clauses 2.3 to 2.8 and the Security Interests thereby constituted are without recourse for the benefit of the relevant Security Guarantor, and the relevant Security Grantor herewith accepts such release (*Freigabe*);

(v) The Security Trustee reassigns without recourse any Receivables (as defined under the Security Agreement specified in clause 2.5 (i)) which have been assigned to it under the assignment specified in:

- (A) clause 2.5 (i) to SIG Asbofill GmbH, and SIG Asbofill GmbH herewith accepts such reassignment;
- (B) clause 2.6 (i) to SIG Plasmax GmbH, and SIG Plasmax GmbH herewith accepts such reassignment;
- (C) clause 2.7 (i) to SIG Corpoplast GmbH & Co. KG, and SIG Corpoplast GmbH & Co. KG herewith accepts such reassignment; and
- (D) clause 2.8 (i) to SIG Moldtec GmbH & Co. KG, and SIG Moldtec GmbH & Co. KG herewith accepts such reassignment.

(vi) The Security Trustee retransfers and reassigns without recourse any and all Collateral (as defined in the security transfer and assignment agreement specified in clause 2.7 (vi)) and any and all other rights which have been transferred or assigned to them under or in connection with the security transfer and assignment agreement regarding intellectual property rights specified in clause 2.7 (vi) to SIG Corpoplast GmbH & Co. KG, and SIG Corpoplast GmbH & Co. KG herewith accepts such retransfer and reassignment.

(vii) The Secured Parties and the Security Trustee further assign any and all present and future claims against third parties for obtaining actual possession (*Herausgabeansprüche*), if any, to the German Sale Companies in relation in relation

to the Security Interests and Security Agreements, and the German Sale Companies herewith accept such assignment.

(viii) The Security Trustee, without recourse, releases SIG Corpoplast GmbH & Co. KG from its obligations under the Land Charges and the security purpose agreement specified in clause 2.7 (v) and further releases the properties registered in the land register (*Grundbuch*) of Meiendorf, Local Court (*Amtsgericht*) of Hamburg--Wandsbek, volume 234, folio 7043 (*Grundbuch von Meiendorf, Band 234, Blatt 7043*) from the Land Charges (*Entlassung aus der dinglichen Pfandhaft*). SIG Corpoplast GmbH & Co. KG hereby accepts such releases.

(ix) Except for Share Pledge Agreement 1, Share Pledge Agreement 2, the Land Charges, and the security purpose agreement specified in clause 2.7(v) (but subject to the provisions of clause 3.2 (viii) above), any and all Security Agreements are terminated, and each Security Grantor accepts such termination.

3.3 The Security Trustee undertakes to deliver, as soon as reasonably practical after it has been informed in writing that the Effective Date has occurred to the purchaser's counsel, Freshfields Bruckhaus Deringer, Frankfurt am Main (to the attention of Frank Laudenklos),

(i) the original *Übertragungserklärungen* (Declaration of Assignment) dated December 10, 2007 and December 12, 2007 of SIG Corpoplast GmbH & Co. KG (as defined in the security transfer and assignment agreement specified in clause 2.7 (vi) in the form delivered to the Security Trustee) or a declaration that such forms are destroyed;

(ii) the original forms of the Blank Notification Letter of SIG Asbofill GmbH, SIG Beverages Germany GmbH, SIG Corpoplast GmbH & Co. KG and SIG Moldtec GmbH & Co, KG (as defined in the security assignment specified in clause 2.3 (i), 2.4 (i), 2.5 (i), 2.6 (i), 2.7(i) and 2.8 (i) in each case in the form delivered to the Security Trustee) or a declaration that such forms are destroyed); and

(iii) upon request of SIG Corpoplast GmbH & Co. KG or its legal successor and provided that the Land Charges have been registered in the meantime, to deliver duly and validly executed authorities for cancellation (*Löschungsbewilligungen*).

3.4 To the extent the Land Charges are not yet entered into the land register on the Effective Date, the Security Trustee undertakes to instruct within 5

Business Days upon request of SIG Corpoplast GmbH & Co. KG or its legal successor by way of separate declaration the acting notary Dr. Stefan von Holst to withdraw any pending applications concerning the registration of the Land Charges in the land register of Meiendorf.

3.5 In the case the Secured Parties have received any security interest governed by German law granted over shares or partnership interest in any of the German Sale Companies or in respect of assets of the German Sale Companies under or in connection with the Finance Documents and which are not listed in clause 2 above ("Additional Security Interests"), the Secured Parties or, as the case may be, the Security Trustee, irrevocably and unconditionally terminate, release, reassign and/or retransfer, as the case may be, any and all such Additional Security Interests in favor of the relevant security grantor and the relevant security grantor will accept such termination, release, reassignment and/or retransfer.

3.6 The Security Trustee herewith confirms that it is not aware of any further existing liability of or security interest granted by the German Sale Companies, or by any Security Grantor in respect of any interest held in any of the German Sale Companies under or in connection with the Finance Documents (except for the costs and expenses which are payable pursuant to clause 3.8 and 6 of this Release Agreement); and

3.7 Except for the Security Interests constituted by the Share Pledge Agreement 1 and the Share Pledge Agreement 2 to the extent that such Security Interests are not released pursuant to the terms of this Release Agreement, the Security Trustee undertakes not to enforce, transfer or make use of in any other manner whatsoever, other than for the perfection of the Release, any of the Security Interests the termination, release, surrender, waiver, reassignment or retransfer, as the case may be, of which is not already effective by virtue of this Release Agreement, in particular but not limited to the Land Charges.

3.8 The Lenders shall at the expense and upon request of any Security Grantor or any grantor of Additional Security Interests take any steps, do all other things and execute any other document and/or make any other declaration reasonably necessary or expedient to effectuate the release and other transactions contemplated by this Release Agreement.

4. **CONDITION PRECEDENT**

This Release Agreement shall come into force and effect upon the occurrence of the Effective Date.

5. CONFIRMATION

Each Security Grantor (other than the German Sale Companies) hereby confirms that the Security (as defined in the Senior Facilities Agreement) granted pursuant to any Transaction Security Document (as defined in the Senior Facilities Agreement) shall, except if released pursuant to the terms of this Release Agreement, remain in full force and effect pursuant to the terms of the relevant Transaction Security Document.

6. COSTS AND EXPENSES

Costs and expenses (including fees of legal advisers) incurred in connection with the preparation and delivery of this Release Agreement and the Release shall be borne by the Security Grantors.

7. COUNTERPARTS

This Release Agreement may be executed in one or more counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

8. AMENDMENTS

Changes and amendments to this Release Agreement including this clause 8 shall be made in writing unless notarial form is required by law.

9. INVALIDITY

The illegality, invalidity or unenforceability of any provision of this Release Agreement or any omission from this Release Agreement shall not affect the legality, validity or enforceability of this Release Agreement or any of its other provisions. The illegal, invalid or unenforceable provision shall be replaced by the parties hereto by a provision, or any omission shall be rectified by incorporation of a provision, which best achieves the commercial effect that the parties hereto intended thereby.

10. LEGALLY BINDING OBLIGATIONS; FINANCE DOCUMENTS

10.1 The obligations of the Parties are individual, separate and legally not interdependent and remain unaffected in case that not all of the Parties sign this Release Agreement in a legally binding way.

10.2 This Release Document shall constitute a Finance Document.

11. GOVERNING LAW AND JURISDICTION

11.1 This Release Agreement shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany.

11.2 To the extent legally permissible the place of jurisdiction for any and all disputes arising under or in connection with this Release Agreement shall be the district court (*Landgericht*) in Frankfurt/Main Federal Republic of Germany.

12. INTERPRETATION

12.1 This Release Agreement is made in the English language only. For the avoidance of doubt, the English language version of this Release Agreement shall prevail over any translation of this Release Agreement. However, where a German translation of a word or phrase appears in the text of this Release Agreement, the German translation of such word or phrase shall prevail wherever such original English word or phrase translated by such German word or phrase appears in the text of this Release Agreement.

12.2 The headings in this Release Agreement do not affect its interpretation.

12.3 Words importing the singular include the plural and vice versa.

This Release Agreement has been entered into on the dates stated opposite the below signatures, taking into account clause 9 above.

SIG COMBIBLOC HOLDING GMBH

By: B. Spindel
Name: Betty Spindel
Title:

By: _____
Name:
Title:

SIG PLASTICS HOLDING GMBH

By: B. Spindel
Name: Betty Spindel
Title:

By: _____
Name:
Title:

SIG BEVERAGES GERMANY GMBH

By: B. Spindel
Name: Betty Spindel
Title:

By: _____
Name:
Title:

SIG ASBOFILL GMBH

By: B. Spindler By: _____
Name: Bettina Spindler Name:
Title: Title:

SIG PLASMAX GMBH

By: B. Spindler By: _____
Name: Bettina Spindler Name:
Title: Title:

SIG CORPOPLAST GMBH & CO. KG

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

By: B. Spindler By: _____
Name: Bettina Spindler Name:
Title: Title:

SIG MOLDTEC GMBH & CO. KG

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

By: B. Spindler By: _____
Name: Bettina Spindler Name:
Title: Title:

CREDIT SUISSE

on its own behalf and on behalf of the Pledges (including those listed in Schedule 1 hereto) under a power of attorney contained in Clause 11.17 of the Intercreditor Agreement

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

SIG ASBOFILL GMBH

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

SIG PLASMAX GMBH

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

SIG CORPOPLAST GMBH & CO. KG

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

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



SIG MOLDTEC GMBH & CO. KG

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

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

CREDIT SUISSE

on its own behalf and on behalf of the Pledges (including those listed in Schedule 1 hereto) under a power of attorney contained in Clause 11.17 of the Intercreditor Agreement

By:  _____ By:  _____
Name: Name:
Title: Title:
Garrett Lynskay Siobhan McGrady
Director Vice President

Schedule 1	
List of Financial Institutions	
Legal Name	Address
Credit Suisse	One Cabot Square, London, E14 4QJ, UK
Alpstar CLO 1 PLC	Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands
Alpstar CLO 2 PLC	Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands
Australia and New Zealand Banking Group Limited	Mainzer Landstrasse 61, 60329 Frankfurt am Main, Germany
Avoca CLO III plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Avoca CLO VI plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Avoca CLO VII plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Avoca CLO VIII plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Avoca Credit Opportunities plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Bank of America NA	5 Canada Square, London, E14 5AQ, UK
Bank of Scotland, Zweigniederlassung Frankfurt	Goetheplatz 4, 60311 Frankfurt, Germany
Cadogan Square CLO VII BV	Parnassustoren, Locatellikade 1, 1076 AZ Amsterdam The Netherlands
Caja De Ahorros Y Monte de Piedad de Madrid	PASEO DE LA CASTELLANA, 189 - 3º 28046 Madrid Spain
Caja Madrid	Plaza de Celenque, no 2 Madrid, Spain
CELF Europe Credit Partners PLC	Lansdowne House, 57 Berkeley Square, London W1J 6ER

Cheyne Credit Opportunity CDO I BV	Stornoway House, 13 Cleveland Row, London SW1A 1DH
Cordatus CLO II PLC	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Cordatus CLO III PLC	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Credit Suisse Management Syndicated Loan Fund	11 Madison Avenue, New York, 10011 USA
Credit Suisse International	One Cabot Square, London, E14 4QJ, UK
Cordatus CLO I PLC	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Dalradian European CLO I BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Dalradian European CLO IV BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Deutsche Bank AG	Winchester House, 1 Great Winchester Street, London EC2N 2DB
Dryden X Euro CLO 2005 plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Dryden XV Euro CLO 2006 plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
DZ Bank AG Deutsche Zentral- Genossenschaftsbank	10 Aldersgate Street, London EC1A 4HJ, UK
Eaton Vance CDO VII Ltd	225 State Street, Boston, Massachussetts, 02109 USA
Eaton Vance CDO X PLC	225 State Street, Boston, Massachussetts, 02109 USA
Eaton Vance Limited Duration Income Fund	225 State Street, Boston, Massachussetts, 02109 USA
GLG Credit Fund	Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands
GLG Market Neutral Fund	Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands

Green Park CDO BV	Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands
Harvest CLO II SA	1, allée Scheffer, L-2520, Luxembourg
Harvest CLO III SA	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Harvest CLO V plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Highlander Euro CDO BV	Parnassustoren, Locatellikade 1, 1076 AZ Amsterdam The Netherlands
Highlander Euro CDO II BV	Parnassustoren, Locatellikade 1, 1076 AZ Amsterdam The Netherlands
Hyde Park CDO BV	Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands
JP Morgan Securities Limited	125 London Wall, London EC2Y 5AJ, UK
KBC Bank NV	11 Old Broad Street, London EC2N 1BR, UK
King's Cross Asset Funding 30 SARL	46A Avenue John F Kennedy, Luxembourg
Landesbank Hessen-Thuringen Girozentrale	MAIN TOWER, Neue Mainzer Str. 52-58 60311 Frankfurt, Germany
Laurelin BV	330 Park Avenue, New York 10022, USA
Laurelin II BV	330 Park Avenue, New York 10022, USA
Laurelin III BV	330 Park Avenue, New York 10022, USA
Lehman Commercial Paper Inc	25 Bank Street, London E14 5LE
Mercator CLO II Plc	c/o Investors Fund Services; Block D, Iveagh Court; Harcourt Road; Dublin 2, Ireland.
Mercator CLO III Plc	c/o Investors Fund Services; Block D, Iveagh Court; Harcourt Road; Dublin 2, Ireland.
MetLife Insurance Company of Connecticut	10 Park Avenue, Morristown, NJ 07962, USA
Harvest CLO IV plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Mizuho Corporate Bank, Ltd	Bracken House, One Friday Street, London, EC4M 9JA, UK

Morgan Stanley Bank International Ltd	25 Cabot Square, London, UK
Nash Point CLO	85 Merrion Square, Dublin 2, Ireland
Nash Point CLO III BV	Devonshire House, Mayfair Place, London W1J 8AJ
Nash Point II CLO	85 Merrion Square, Dublin 2, Ireland
Neptuno CLO I BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Neptuno CLO II BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Neptuno CLO III BV	LOCATELLIKADE 1, Amsterdam, The Netherlands
Mercator CLO I Plc	5 Harbourmaster place, IFSC, Dublin 1, Ireland
Oak Hill European Credit Partners I plc	c/o Oak Hill Advisors (Europe) LLP, 1114 Avenue of the Americas, 27th Floor, New York 10036, USA
Oak Hill European Credit Partners II plc	c/o Oak Hill Advisors (Europe) LLP, 1114 Avenue of the Americas, 27th Floor, New York 10036, USA
OCM European Credit Opportunities	27 Knightsbridge, London SW1X 7LY, UK
Rabobank International	Solmsstrasse 83, D-60486 Frankfurt A.M. Germany
Race Point III CLO	PO Box 1093 61, Queensgate House, South Church Street, Grand Cayman, Cayman Islands
Regent's Park CDO BV	Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands
Alie Street Investments Limited	5 Canada Square, London, E14 5AQ, UK
Senior Debt Portfolio	255 State Street, Boston, Massachusetts, 02109 USA
St. James's Park CDO BV	Parnassustoren Locatellikade 1, 1076 AZ Amsterdam, The Netherlands
Static Loan Funding 2007-1 Limited	85 Merrion Square, Dublin 2, Ireland
Sumitomo Mitsui Banking Corporation	99 Queen Victoria Street, London EC4V 4EH, UK

WestLB AG London Branch

Woolgate Exchange, 25 Basinghall St,
London EC2V 5HA, UK

Schedule 2

German Sale Companies

SIG Corporplast GmbH & Co. KG, Germany (with 100 % subsidiary SIG Tecnología para Plásticos (España) S.L.)

SIG Moldtec GmbH & Co. KG, Germany

SIG Asbofill GmbH, Germany

SIG Plasmax GmbH, Germany

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

Execution Copy

SIG CORPOPLAST GMBH & CO. KG

as Transferor

and

CREDIT SUISSE

as Security Trustee

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

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

BETWEEN:

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

WHEREAS:

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

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

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

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Construction

In this Agreement:

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

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

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

2. PURPOSE OF TRANSFER AND ASSIGNMENT

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

3. ASSIGNMENT-TRANSFER

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

3.2 The Transferor undertakes to inform the Security Trustee

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

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

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

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

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

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

4. DOCUMENTATION ON THE COLLATERAL

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

5. LIST OF THE COLLATERAL

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

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

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

6. RIGHT OF INSPECTION

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

7. REGISTRATION OF THE COLLATERAL

7.1 The Transferor shall deliver to the Security Trustee, not later than 90 days after the date of this Agreement, a declaration of consent (*Übertragungserklärung*) for the registration of the assignment of the present Collateral to the Security Trustee by the Transferor in the form of Schedule 6 or any other form as may be required in such Other Jurisdiction in which the Transferor is required in accordance with Clause 3.2 to perfect the assignment and transfer of the Collateral. The declaration of consent must only be in certified form (*notariell beglaubigte Form*) in those countries where such a form is necessary for the registration of the assignment of the present Collateral to the Security Trustee by the Transferor. Such declarations of consent shall only be used after the occurrence of a Declared Default or if the registration is necessary to perfect the assignment and transfer of the Collateral, in which case the Security Trustee is entitled to be registered before the occurrence of a Declared Default.

7.2 Notwithstanding its rights under Clause 8 hereof, the Security Trustee shall, in the event of its registration as the owner of the Collateral and to the extent reasonable, maintain the Collateral at the expense of the Transferor and exercise the rights following from the Collateral at the expense of the Transferor.

7.3 After the occurrence of a Declared Default or if the registration is necessary to perfect the assignment and transfer of the Collateral, the Security Trustee is entitled to be registered in the respective public register as owner of the Collateral and is entitled to arrange for its registration or changes of registration in the respective public registers as the owner of the Collateral, for and on behalf of the Secured Parties. The Transferor shall make all statements and take all actions that are required for the purpose of registration of the Security Trustee. Insofar as additional declarations or actions are necessary for the transfer of title and/or assignment of any part of the Collateral, the Transferor shall, at the Security Trustee's request, make such declarations or undertake such actions.

8. RIGHT OF ENFORCEMENT

8.1 If a Declared Default has occurred and if any of the Secured Liabilities has become due and payable, the Security Trustee shall be entitled to enforce this Agreement and realise the Collateral.

8.2 The Security Trustee will notify the Transferor in writing at least 5 (five) business days prior to the enforcement of the security granted hereunder. No such notice shall be required if (i) the Transferor has generally ceased to make payments, (ii) an application for the institution of insolvency proceedings is filed by or against the Transferor or (iii) the Security Trustee has reasonable grounds to believe that observance of the notice period would adversely affect the legitimate interests (*berechtigte Interessen*) of the Security Trustee.

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

9. **LIMITATIONS ON ENFORCEMENT**

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

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

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

9.2 Besides an enforcement in respect of the Unlimited Enforcement Amount applicable to the Transferor pursuant to Clause 9.1 above, the Security Trustee shall not be entitled to enforce the rights created under this Agreement against the Transferor if and to the extent that:

- (a) the rights created under this Agreement secure the obligations of an Obligor which is (x) a shareholder of the Transferor or (y) an affiliated company (*verbundenes Unternehmen*) within the meaning of section 15 of the German Stock Corporation Act (*Aktiengesetz*) of a shareholder of the Transferor (other than the Transferor and its subsidiaries); and
- (b) the enforcement would have the effect of (x) reducing the net assets (*Reinvermögen*) of the Transferor's general partner (*Komplementär*) (the "Net Assets") to an amount of less than its general partner's (*Komplementär*) stated share capital (*Stammkapital*) or, if the Net Assets are already an amount of less than its general partner's (*Komplementär*) stated share capital, of causing such amount to be further reduced and (y) would thereby affect the assets required for the obligatory preservation of the stated share capital (*Stammkapital*) of the Transferor's general partner (*Komplementär*) according to section 30, 31 German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*) provided that the amount of the stated share capital to be taken into consideration shall be the amount registered in the commercial register at the date hereof, and any increase of the stated share capital registered after the date of this Agreement shall only be taken into account if such increase has been effected with the prior written consent of the Agent.

9.3 The Net Assets shall be calculated as an amount equal to the sum of the values of the assets of the Transferor's general partner (*Komplementär*) (consisting of all assets which correspond to the items set forth in section 266 sub-section(2) A, B and C of the German Commercial Code (*Handelsgesetzbuch*) less the aggregate amount of the liabilities of the Transferor's general partner (*Komplementär*) (consisting of all liabilities and liability reserves which correspond to the items set forth in section 266 sub-section(3) B, C and D of the German Commercial Code), save that:

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

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

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

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

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

- 9.5 If the Security Trustee disagrees with the Balance Sheet, it shall be entitled to enforce the rights created under this Agreement up to the amount which, according to the Balance Sheet, can be enforced in compliance with the limitations set out in Clause 9.2 above. In relation to any additional amounts for which the Transferor is liable under this Agreement, the Security Trustee shall be entitled to further pursue their claims (if any) and the Transferor shall be entitled to prove that this amount is necessary for maintaining the stated share capital of the Transferor's general partner (*Komplemetär*) (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:

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

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

11. **UNDERTAKINGS**

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

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

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

12. BOOKKEEPING AND DATA-PROCESSING

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

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

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

13. **FURTHER ASSURANCE**

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

14. **DURATION AND INDEPENDENCE**

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

15. **RELEASE (SICHERHEITENFREIGABE)**

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

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

At any time when the total value of the aggregate security granted by the Transferor and the other 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 Transferor: **SIG Corpoplast GmbH & Co. KG**

Address: Meiendorfer Straße 203,
22145 Hamburg,
Germany
Fax: +49 40 67907300
Attention: Geschäftsführung

with a copy to:

Address: c/o Burns Philp
Level 23
56 Pitt Street
Sydney, NSW
Australia
Fax: +61 2 9247 3272
Attention: Helen Golding

For the Security Trustee: **Credit Suisse**

Address: 1 Cabot Square
London E14 4QJ
United Kingdom
Fax: +44 207 888 8398
Attention: Loans Agency, Desmond
Yeo / Alexander Lim

19. **APPLICABLE LAW, JURISDICTION**

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

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

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

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

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

SCHEDULE 1
List of Original Borrowers and Original Guarantors

Part 1 – the Original Borrowers

Beverage Packaging Holdings (Luxembourg) I S.A.

SIG Euro Holding AG & Co. KGaA

SIG Combibloc Holding GmbH

SIG Combibloc Vermögensverwaltungs-GmbH

SIG Combibloc Systems GmbH

SIG Plastics Holding GmbH

SIG Austria Holding GmbH

Part 2 – the Original Guarantors

Beverage Packaging Holdings (Luxembourg) I S.A.

Rank Group Holdings Limited

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

SIG Euro Holding AG & Co. KGaA

SIG Combibloc Holding GmbH

SIG Combibloc Vermögensverwaltungs-GmbH

SIG Combibloc Systems GmbH

SIG Plastics Holding GmbH

SIG Asbofill GmbH

SIG Beverages Germany GmbH

SIG Combibloc Beteiligungs-GmbH

SIG Combibloc GmbH

SIG Combibloc Zerspanungstechnik GmbH

SIG Information Technology GmbH

SIG International Services GmbH

SIG Vietnam Beteiligungs GmbH

SIG Plasmax GmbH

SIG Corpoplast GmbH & Co. KG

SIG Moldtec GmbH & Co. KG

SIG Real Estate GmbH & C. KG

SIG Combibloc GmbH (Austria)

SIG Combibloc GmbH & Co. KG

SIG Austria Hoking GmbH

SCHEDULE 2
List of Patents

SIG Technology Patentlist

Status: August 2007

SIG Corpoplast

SIG Corpoplast GmbH & Co. KG	Patent No.	IPC Class.	Priority Date	Inventor	Country	Status	Patent No.	IPC Class.	Priority Date	Inventor	Country	Status
SIG Corpoplast GmbH & Co. KG	KC 59 EU		15.04.1992	Bleestation - Membranplatte	EU	EP 0 595 916	15.04.1992		15.04.1992	Bleestation - Membranplatte	EU	EP 0 595 916
SIG Corpoplast GmbH & Co. KG	KC 59 USA		15.04.1992	Bleestation - Membranplatte	USA	5,411,381	15.04.1992		15.04.1992	Bleestation - Membranplatte	USA	5,411,381
SIG Corpoplast GmbH & Co. KG	KC 59 JP		15.04.1992	Bleestation - Membranplatte	JP	5,199,544	15.04.1992		15.04.1992	Bleestation - Membranplatte	JP	5,199,544
SIG Corpoplast GmbH & Co. KG	KC 60 EU		15.04.1992	Bleestation - Formträger	EU	EP 0 565 917	15.04.1992		15.04.1992	Bleestation - Formträger	EU	EP 0 565 917
SIG Corpoplast GmbH & Co. KG	KC 66 DE		02.12.1993	Shell-life - Verhaserung	DE	1,954,502.4.8	02.12.1993		02.12.1993	Shell-life - Verhaserung	DE	1,954,502.4.8
SIG Corpoplast GmbH & Co. KG	KC 66 EU		02.12.1993	Shell-life - Verhaserung	EU	EP 0 699 282	02.12.1993		02.12.1993	Shell-life - Verhaserung	EU	EP 0 699 282
SIG Corpoplast GmbH & Co. KG	KC 66 USA		02.12.1993	Shell-life - Verhaserung	USA	6,169,749	02.12.1993		02.12.1993	Shell-life - Verhaserung	USA	6,169,749
SIG Corpoplast GmbH & Co. KG	KC 68 EU		09.03.1999	Unrunde Fleisch-, schrittweises Heizen	EU	EP 0 958 124	09.03.1999		09.03.1999	Unrunde Fleisch-, schrittweises Heizen	EU	EP 0 958 124
SIG Corpoplast GmbH & Co. KG	KC 66 USA		09.03.1999	Unrunde Fleisch-, schrittweises Heizen	USA	6,287,507	09.03.1999		09.03.1999	Unrunde Fleisch-, schrittweises Heizen	USA	6,287,507
SIG Corpoplast GmbH & Co. KG	KC 67 PH		18.08.1996	E-Verfahren, 3-Kanal-Imposition	PH	5,480,2	18.08.1996		18.08.1996	E-Verfahren, 3-Kanal-Imposition	PH	5,480,2
SIG Corpoplast GmbH & Co. KG	KC 68 DE		11.10.1996	Transportform, mit Teilen aus Kunststoff	DE	1,964,194.3.3	11.10.1996		11.10.1996	Transportform, mit Teilen aus Kunststoff	DE	1,964,194.3.3
SIG Corpoplast GmbH & Co. KG	KC 73 DE		11.08.1997	Strahlrohrreinigung	DE	1,972,621.4	11.08.1997		11.08.1997	Strahlrohrreinigung	DE	1,972,621.4
SIG Corpoplast GmbH & Co. KG	KC 79 EU		24.12.1997	Preferential Heating - Bewegungsteuerung	EU	EP 1 042 113	24.12.1997		24.12.1997	Preferential Heating - Bewegungsteuerung	EU	EP 1 042 113
SIG Corpoplast GmbH & Co. KG	KC 79 USA		24.12.1997	Preferential Heating - Bewegungsteuerung	USA	6,514,448	24.12.1997		24.12.1997	Preferential Heating - Bewegungsteuerung	USA	6,514,448
SIG Corpoplast GmbH & Co. KG	KC 81 DE		18.02.1999	Doppelkevlar - Bleestation mit geschwängerten Treismen	DE	1,982,283.3.1	18.02.1999		18.02.1999	Doppelkevlar - Bleestation mit geschwängerten Treismen	DE	1,982,283.3.1
SIG Corpoplast GmbH & Co. KG	KC 80 DE		25.06.1999	Formaufhängung	DE	1,992,693.3.4	25.06.1999		25.06.1999	Formaufhängung	DE	1,992,693.3.4
SIG Corpoplast GmbH & Co. KG	KC 90 EU		25.06.1999	Formaufhängung	EU	EP 1 199 740	25.06.1999		25.06.1999	Formaufhängung	EU	EP 1 199 740
SIG Corpoplast GmbH & Co. KG	KC 80 USA		25.06.1999	Formaufhängung	USA	6,729,868	25.06.1999		25.06.1999	Formaufhängung	USA	6,729,868
SIG Corpoplast GmbH & Co. KG	KC 90 EU-II		25.06.1999	Lippendichtung	EU	EP 1 312 489	25.06.1999		25.06.1999	Lippendichtung	EU	EP 1 312 489
SIG Corpoplast GmbH & Co. KG	KC 92 DE		21.07.1999	Heiße Blasluft	DE	1,993,343.20.9	21.07.1999		21.07.1999	Heiße Blasluft	DE	1,993,343.20.9
SIG Corpoplast GmbH & Co. KG	KC 83 DE		27.07.1999	Doppelkevlar - Einlage	DE	1,993,352.67.4	27.07.1999		27.07.1999	Doppelkevlar - Einlage	DE	1,993,352.67.4
SIG Corpoplast GmbH & Co. KG	KC 93 EU		27.07.1999	Doppelkevlar - Einlage	EU	EP 1 429,524	27.07.1999		27.07.1999	Doppelkevlar - Einlage	EU	EP 1 429,524
SIG Corpoplast GmbH & Co. KG	KC 84 DE		27.07.1999	Doppelkevlar - Abstandänderung	DE	1,993,352.68.4	27.07.1999		27.07.1999	Doppelkevlar - Abstandänderung	DE	1,993,352.68.4
SIG Corpoplast GmbH & Co. KG	KC 94 EU		27.07.1999	Doppelkevlar - Abstandänderung	EU	EP 1 199 278	27.07.1999		27.07.1999	Doppelkevlar - Abstandänderung	EU	EP 1 199 278
SIG Corpoplast GmbH & Co. KG	KC 94 USA		27.07.1999	Doppelkevlar - Abstandänderung	USA	6,770,238	27.07.1999		27.07.1999	Doppelkevlar - Abstandänderung	USA	6,770,238
SIG Corpoplast GmbH & Co. KG	KC 95 DE		27.07.1999	Doppelkevlar - Abstandsänderung	DE	1,993,343.20.1	27.07.1999		27.07.1999	Doppelkevlar - Abstandsänderung	DE	1,993,343.20.1
SIG Corpoplast GmbH & Co. KG	KC 95 EU		27.07.1999	Doppelkevlar - Abstandsänderung	EU	EP 1 200 079	27.07.1999		27.07.1999	Doppelkevlar - Abstandsänderung	EU	EP 1 200 079
SIG Corpoplast GmbH & Co. KG	KC 98 DE		27.07.1999	Wandstücke	DE	1,993,483.74.0	27.07.1999		27.07.1999	Wandstücke	DE	1,993,483.74.0
SIG Corpoplast GmbH & Co. KG	KC 98 EU		27.07.1999	Wandstücke	EU	EP 1 226 017	27.07.1999		27.07.1999	Wandstücke	EU	EP 1 226 017
SIG Corpoplast GmbH & Co. KG	KC 102 DE		08.07.2000	Multikupplung für Bodenformen	DE	1,993,343.21.1	08.07.2000		08.07.2000	Multikupplung für Bodenformen	DE	1,993,343.21.1
SIG Corpoplast GmbH & Co. KG	KC 102 EU		08.07.2000	Multikupplung für Bodenformen	EU	EP 1 289 223	08.07.2000		08.07.2000	Multikupplung für Bodenformen	EU	EP 1 289 223
SIG Corpoplast GmbH & Co. KG	KC 102 USA		08.07.2000	Multikupplung für Bodenformen	USA	101,211,60.0	08.07.2000		08.07.2000	Multikupplung für Bodenformen	USA	101,211,60.0
SIG Corpoplast GmbH & Co. KG	KC 107 DE		30.04.2001	Unterstützung	DE	1,993,352.69.4	30.04.2001		30.04.2001	Unterstützung	DE	1,993,352.69.4
SIG Corpoplast GmbH & Co. KG	KC 107 USA		30.04.2001	Unterstützung	USA	6,514,448	30.04.2001		30.04.2001	Unterstützung	USA	6,514,448
SIG Corpoplast GmbH & Co. KG	KC 109 DE		28.06.2001	Hochdruckventil-Ventilschaft	DE	1,993,343.22.8	28.06.2001		28.06.2001	Hochdruckventil-Ventilschaft	DE	1,993,343.22.8
SIG Corpoplast GmbH & Co. KG	KC 109 EU		28.06.2001	Hochdruckventil-Ventilschaft	EU	EP 1 281 901	28.06.2001		28.06.2001	Hochdruckventil-Ventilschaft	EU	EP 1 281 901
SIG Corpoplast GmbH & Co. KG	KC 109 USA		28.06.2001	Hochdruckventil-Ventilschaft	USA	6,695,280	28.06.2001		28.06.2001	Hochdruckventil-Ventilschaft	USA	6,695,280
SIG Corpoplast GmbH & Co. KG	KC 110 DE		28.06.2001	Hochdruckventil - Material	DE	1,993,483.74.0	28.06.2001		28.06.2001	Hochdruckventil - Material	DE	1,993,483.74.0
SIG Corpoplast GmbH & Co. KG	KC 110 EU		28.06.2001	Hochdruckventil - Material	EU	EP 1 271 029	28.06.2001		28.06.2001	Hochdruckventil - Material	EU	EP 1 271 029
SIG Corpoplast GmbH & Co. KG	KC 110 USA		28.06.2001	Hochdruckventil - Material	USA	107,183,424	28.06.2001		28.06.2001	Hochdruckventil - Material	USA	107,183,424
SIG Corpoplast GmbH & Co. KG	KC 112 DE		01.09.2001	Druckkessel-Verteiler	DE	1,993,483.74.0	01.09.2001		01.09.2001	Druckkessel-Verteiler	DE	1,993,483.74.0
SIG Corpoplast GmbH & Co. KG	KC 112 EU		01.09.2001	Druckkessel-Verteiler	EU	EP 1 429,524	01.09.2001		01.09.2001	Druckkessel-Verteiler	EU	EP 1 429,524
SIG Corpoplast GmbH & Co. KG	KC 114 DE		18.09.2001	Drehvorrichtung für Flaschen	DE	1,993,483.74.0	18.09.2001		18.09.2001	Drehvorrichtung für Flaschen	DE	1,993,483.74.0
SIG Corpoplast GmbH & Co. KG	KC 114 EU		18.09.2001	Drehvorrichtung für Flaschen	EU	EP 1 297 942	18.09.2001		18.09.2001	Drehvorrichtung für Flaschen	EU	EP 1 297 942
SIG Corpoplast GmbH & Co. KG	KC 115 DE		15.09.2001	Schaltbare Kupplung des Roccysystems	DE	1,993,483.74.0	15.09.2001		15.09.2001	Schaltbare Kupplung des Roccysystems	DE	1,993,483.74.0

SCHEDULE 3
List of Registered Designs

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

Currently None

SCHEDULE 4
List of Trademarks

Product Trademarks 2007										
Word	De	7,11	14.02.1970	871211	23.07.1970	28.02.2010	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Coroplast	Word AU	7	10.03.1970	A237046	29.11.1971	10.03.2006	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Coroplast	Word GB	7	10.03.1970	966438	28.08.1971	10.03.2006	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Coroplast	Word JP	7,9,11	???	3125423	29.02.1998	28.02.2008	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Coroplast	Word SE	7	05.03.1970	132486	21.08.1980	16.08.2010	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Coroplast	Word Int.	6,7,11	18.06.1970	370148	14.08.1970	16.08.2010	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Twin	Word DE	7,17,20	12.10.1998	98944331	19.12.1998	31.10.2008	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Twin	Word US	6,7	13.12.1997	2317711	15.02.2000	15.02.2010	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Twin	Word BR	7	11.03.1998	?			Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	Reg. Pending
Twin	Word Int.	7,9,17,20	14.10.1997	687015	12.03.1998	14.10.2007	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Twin Blower	Word DE	7,17,20	12.10.1998	396443330	18.12.1998	31.10.2006	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Ecoshell	Word DE	7,17,20	21.03.1997	98712642	09.07.1997	31.03.2007	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Petcoat	Word DE	7,17,20	17.03.1999	98815643	03.05.1999	31.03.2008	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Blomax	Word DE	7,17,20	03.05.1997	98720128	15.10.1987	31.05.2007	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Blomax	Word US	6,7	01.04.1998	2342274	18.04.2000	18.04.2010	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Blomax	Word JP	7,17,20	27.05.1998	4453707	18.02.2001	16.02.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Blomax	Word BR	7	28.08.1998	821008021	11.08.2001	11.08.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Blomax	Word Int.	7,17,20	24.02.1998	690787	14.05.1998	24.02.2008	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
LB	Word DE	7,11,17,20	06.07.2001	30141218	14.03.2002	06.07.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
SERIE III	Word EU	7,11,17,20	14.08.2001	23 38 630	11.08.2002	14.08.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
SERIE 3	Word EU	7,11,17,20	14.08.2001	23 38 614	11.08.2002	14.08.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
SERIE IV	Word EU	7,11,17,20	14.08.2001	23 38 333	23.06.2002	14.08.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
SERIE 4	Word EU	7,11,17,20	14.08.2001	23 38 150	11.09.2002	14.08.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
SERIES III	Word EU	7,11,17,20	20.08.2001	23 44 848	23.08.2002	20.08.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
SERIES 3	Word EU	7,11,17,20	20.08.2001	23 44 703	11.08.2002	20.08.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
SERIES IV	Word EU	7,11,17,20	20.08.2001	23 455 44	23.08.2002	20.08.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
SERIES 4	Word EU	7,11,17,20	20.08.2001	23 469 24	23.08.2002	20.08.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
PET-POINTER	Word DE	16,38,42	12.09.2001	301 54 388	09.04.2002	12.09.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
PET-Pointer	Word DE	16,38,42	12.09.2001	301 54 381	05.04.2002	12.09.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
PET-POINTER	Word DE	16,38,42	12.09.2001	301 54 390	08.04.2002	12.09.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
PET-Pointer	Word DE	16,38,42	12.09.2001	301 564 389	05.04.2002	12.09.2011	Frank Haesendonckx	Klickow	SIG Corp. GmbH & Co. KG	
Neuhausen, August 2007										
Ursula Narr - SIG Holding AG - Corporate Communications - Trademark Administration										

70-40145101

Germany-#673854-v4

SCHEDULE 5
List of Utility Models

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

Currently none

SCHEDULE 6
Übertragungserklärung
(Declaration of Assignment)

Die unterzeichnende Firma

The undersigning company

SIG Corpoplast GmbH & Co. KG

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

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

auf/to

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1 Cabot Square
London E14 4QJ
United Kingdom

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

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

Ort/Datum:.....

Place/Date:.....

Unterschrift/Signature:.....

Anhang (Liste der Patente und Marken nebst Anmeldungen)

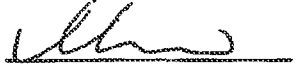
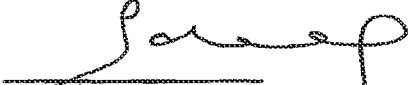
Signature Page

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

SIG CORPOPLAST GMBH & CO. KG

as Transferor

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

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

CREDIT SUISSE

as Security Trustee

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

Acknowledged and agreed

SIG TECHNOLOGY AG

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

Signature Page

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

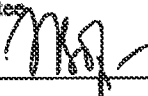
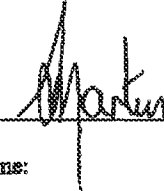
SIG CORPOPLAST GMBH & CO. KG

as Transferor

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

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

CREDIT SUISSE
as Security Trustee

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

Acknowledged and agreed

SIG TECHNOLOGY AG

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

Signature Page

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as Transferor

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

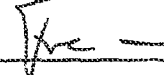
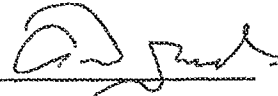
CREDIT SUISSE

as Security Trustee

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

Acknowledged and agreed

SIG TECHNOLOGY AG

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