

02-28-2001



101623155

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Portola Packaging, Inc.

- Individual
- General Partnership
- Corporation, State of Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
NAME: Heller Financial, Inc.

ADDRESS: 500 West Monroe Street

CITY: Chicago STATE: Illinois ZIP 60661

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Chicago
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: September 29, 2000

4(a). Trademark Application No.(s):
See attached.

FEB 20 2001

4(b). Trademark Registration No.(s):

Registration No. 1,414,260

Registration No. 1,044,512;

Registration No. 1,487,581;

Additional numbers attached? Yes No

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

Name Lisa M. Cobern, Esq.

Address: SUTHERLAND ASBILL & BRENNAN LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41) enclosed: \$415.00

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an addressed envelope for Box Assignments, Commissioner of Patents & Trademarks, Washington, DC 20231, on the date given below.

Lisa M. Cobern
Name of Person Signing

Attorney Docket No. 43162.0058

Signature

Date: February 16, 2001

Total number of pages including cover sheet: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

00000243 1414260
40.00
375.00
02/27/2001 DBYRNE
01 FEB:461
02 FEB:462

Additional Trademark Application and Registration Nos.

U.S. Registration No.	915,323
U.S. Registration No.	1,352,866
U.S. Registration No.	1,050,686
U.S. Registration No.	1,762,210
U.S. Registration No.	1,916,483
U.S. Registration No.	1,518,029
U.S. Registration No.	1,365,634
U.S. Registration No.	2,325,864
U.S. Application No.	75/604,996
U.S. Application No.	75/604,995
U.S. Application No.	75/604,994
U.S. Application No.	75/636,075
U.S. Application No.	75/636,076

TRADEMARK SECURITY AGREEMENT

WHEREAS, Portola Packaging, Inc. a Delaware corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Heller Financial, Inc. ("Agent"), as Agent, Issuing Lender and a Lender, and other financial institutions from time to time, are parties to a Third Amended and Restated Credit Agreement dated September 29, 2000 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Agent, and certain other financial institutions that may from time to time become parties thereto as Lenders (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 29, 2000 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

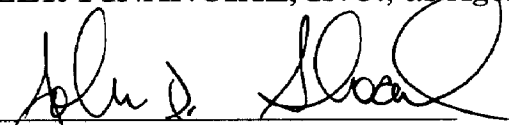
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 29th day of September, 2000.

PORTOLA PACKAGING, INC.

By: 
Chief Financial Officer

Acknowledged:

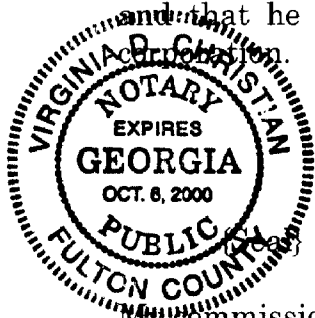
HELLER FINANCIAL, INC., as Agent

By: 
Title: AVP

ACKNOWLEDGEMENT

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On the 29th day of September, 2000, before me personally appeared DENNIS L. BERG, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CFO of Portola Packaging, Inc. who being by me duly sworn, did depose and say that he/she is CFO of Portola Packaging, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said



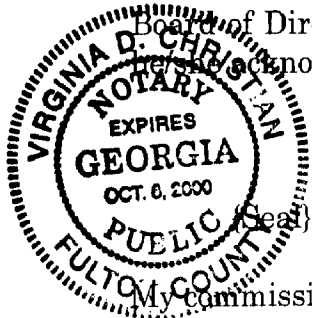
Virginia D. Christian
Notary Public

My commission expires: 10/6/00

ACKNOWLEDGEMENT

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On the 29TH day of September, 2000, before me personally appeared JOHN D. SHEPARD, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as ASST. V. PRESIDENT of Heller Financial, Inc. who being by me duly sworn, did depose and say that he/she is ASST. V. PRESIDENT of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Virginia D. Christian
Notary Public

My commission expires: 10/6/00

SCHEDULE 1**Trademarks**

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Issue Date</u>
CAP SNAP	1,414,260	10/21/86
SNAP CAP	1,044,512	07/20/76
CAP DESIGN	1,487,581	05/10/88
CAP SNAP SEAL	915,323	06/15/91
SNAP CAP	1,352,866	08/06/85
CAP SNAP SEAL	1,050,686	10/19/76
NON SPILL	1,762,210	03/30/93
TWIST & SPOUT	1,916,483	09/05/95
PLASTO-LOK	1,518,029	12/27/88
NEPCO	1,365,634	10/15/85
PORTOLA PACKAGING & Design	2,325,864	03/07/00

Trademark Applications

<u>Trademark Name</u>	<u>Serial Number</u>	<u>Filing Date</u>
Stylized Bottle Cap (Front View)	75/604,996	12/14/98
Stylized Bottle Cap (Perspective View)	75/604,995	12/14/98
Stylized Bottle Cap (Bottom Perspective View)	75/604,994	12/14/98
Bottle Cap Product Configuration	75,636,075	02/08/99
Bottle Cap Product Configuration	75/636,076	02/08/99