

08-08-2001



To the Honorable Commissioner of P:

101804402

ached original documents or copy thereof.

1. Name of conveying party(ies):

Northern Engineering and Plastics Corp.

08/03/01

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

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

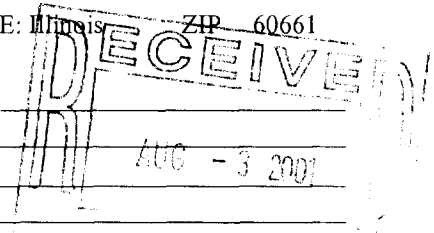
2. Name and address of receiving party(ies):

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 _____



3. Nature of conveyance:

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

Execution Date: May 30, 2001

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

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

4(b). Trademark Registration No.(s): 1,365,634

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: 1

7. Total fee (37 CFR 3.41) enclosed: \$ 40.00

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 to: Box Assignments, Commissioner of Patents & Trademarks, Washington, DC 20231, on the date given below.

Lisa M. Cobern
Name of Person Signing

Date: July 31, 2001

Attorney Docket No. 43162.0058

Total number of pages including cover sheet: 5

Signature

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

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

08/07/2001 DBYRNE 00000207 1365634

01 FC:481

40.00 OP

AO 491216.1

TRADEMARK SECURITY AGREEMENT

WHEREAS, Northern Engineering and Plastics Corporation, a Delaware corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Portola Packaging, Inc. ("Borrower"), 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 Borrower 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 January 12, 2001 (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.

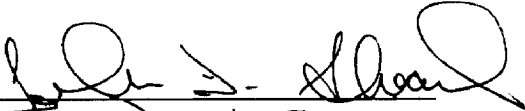
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 30th day of May, 2001.

**NORTHERN ENGINEERING AND
PLASTICS CORPORATION**

By: _____
Chief Financial Officer

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: 
Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 30th day of May, 2001.

**NORTHERN ENGINEERING AND
PLASTICS CORPORATION**

By: 
Chief Financial Officer

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: _____
Title: _____

TRADEMARKS

“NEPCO” registered 10/15/85 as registration number 1365634.