08-19-2003



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings	V V V V V V V V V V
To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Pretium Packaging, LL.C.	Name and address of receiving party(ies) Name:Dymas Funding Company, LLC Internal Address: Suite 3500
Individual(s) General Partnership Corporation-State Other Delaware Limited Liability Corporation	Street Address: One North Franklin Street City: Chicago State: IL Zip: 60606 Individual(s) citizenship
Additional name(s) of conveying party(ies) attached? Yes V No	Association General Partnership
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name ✓ Other_Assignment for Security Execution Date: July 31, 2003	Limited Partnership Corporation-State Other Delaware Limited Liability Company If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No
4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/264,160	B. Trademark Registration No.(s) 948,508 1,101,507 2,022,178 2,385,951
Additional number(s) att 5. Name and address of party to whom correspondence	tached Yes V No 6. Total number of applications and
concerning document should be mailed: Name: Santo Manna, Esq.	registrations involved:
Internal Address: Schulte Roth & Zabel LLP	7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account
Street Address: 919 Third Avenue	8. Deposit account number: 50-0675 - Schulte Roth & Zabel
City: New York State: NY Zip: 10022 DO NOT USE	THIS SPACE
9. Signature. Barbara Bauer-Padron Bula	en Den-fallen August 14, 2003
	ignature Date
To all number of pages including cover	er sheet, attachments, and document:

08/20/2003 ECDEPER 00000016 500675 7826 Trigidoc ments to be recorded with required cover sheet information to: dommissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SCHEDULE A TO ASSIGNMENT FOR SECURITY

PENDING TRADEMARK APPLICATIONS

HEAT ZONE Serial No. 78/264,161 Filed 6/18/03

HOT ZONE Serial No. 78/264,160 Filed 6/18/03

REGISTERED TRADEMARKS

TC and Design Reg. No. 948,508 Reg. Date 12/12/72

TC and Design Reg. No. 1,101,507 Reg. Date 9/5/78

TC and Design Reg. No. 2,022,718 Reg. Date 12/17/96

PRETIUM PACKAGING Reg. No. 2,385,951 Reg. Date 9/12/00

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Pretium Packaging, L.L.C. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor and certain affiliates have entered into a Security Agreement, dated July 31, 2003 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of Dymas Funding Company, LLC, as collateral agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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STATE OF MISSOUR

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COUNTY OF St. Louis

On this Aday of July, 2003, before me personally came Keith S. Harbison, to me known to be the person who executed the foregoing instrument, and who, being duly swom by me, did depose and say that he is the President of Pretium Packaging, L.L.C., a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Pretium Packaging, L.L.C., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

JOAN C. BENNETT

Notary Public - Notary Seal STATE OF MISSOURI

St. Charles County

My Commission Expires May 25, 2007

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 31, 2003.

PRETIUM PACKAGING, L.L.C.

Name: Keith S. Harbison

Title: President

SCHEDULE A TO ASSIGNMENT FOR SECURITY

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PRETIUM PACKAGING

RECORDED: 08/14/2003

Reg. No. 2,385,951

Reg. Date 9/12/00

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