

09-26-2003

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

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

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(s) Association General Partnership Limited Partnership Corporation-State Rhode Island Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Heller Financial, Inc., as Agent Internal Address: Street Address: 500 W. Monroe Street City: Chicago State: IL Zip: 60661 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: September 19, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,653,673; 1,646,041 and 2,450,927 Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Elizabeth J. Burns Internal Address: Latham & Watkins Suite 5800 Street Address: 233 S. Wacker Drive City: Chicago State: IL Zip: 60606

7. Total fee (37 CFR 3.41): \$ 90.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Elizabeth J. Burns Name of Person Signing Elizabeth J. Burns Signature September 25, 2003 Date Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/29/2003 09:00:02 1652673 49.00 OP 30.00 OP

TRADEMARK REEL: 002831 FRAME: 0511

## TRADEMARK SECURITY AGREEMENT

WHEREAS, Tech Industries, Inc. a Rhode Island corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Portola Packaging, Inc., a Delaware corporation ("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 September 14, 2003 (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 Borrower 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

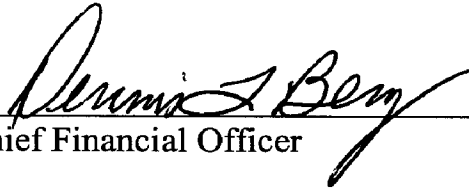
(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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 17<sup>th</sup> day of September, 2003.

**TECH INDUSTRIES, INC.**

By:   
Chief Financial Officer

Acknowledged:

**HELLER FINANCIAL, INC., as Agent**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Signature Page to Tech Industries Trademark Agreement)

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**TRADEMARK**  
**REEL: 002831 FRAME: 0514**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 17<sup>th</sup> day of September, 2003.

**TECH INDUSTRIES, INC.**

By: *Devin A. Berg*  
Chief Financial Officer

Acknowledged:

**HELLER FINANCIAL, INC., as Agent**

By: *Charles J. Berg*  
Title: *Duly Authorized Signatory*

(Signature Page to Tech Industries Trademark Agreement)

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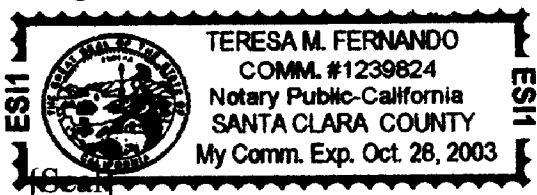
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TRADEMARK  
REEL: 002831 FRAME: 0515

ACKNOWLEDGEMENT

CALIFORNIA  
STATE OF GEORGIA )  
SANTA CLARA ) SS.  
COUNTY OF FULTON )

On the 17<sup>th</sup> day of September, 2003, 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 Tech Industries, Inc. who being by me duly sworn, did depose and say that he/she is CFO of Tech Industries, 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 corporation.



Teresa M. Fernando  
Notary Public

My commission expires: October 28, 2003

ACKNOWLEDGEMENT

STATE OF GEORGIA )  
 ) ss.  
COUNTY OF FULTON )

On the 19 day of September, 2003, before me personally appeared Woodrow Broaders, 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 Authorized Signatory of Heller Financial, Inc. who being by me duly sworn, did depose and say that he/she is Authorized Signatory 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.

Elizabeth J. Burns  
Notary Public

{Seal}

My commission expires: 9-26-05



U.S. Reg. No. 1,653,673      TECH INDUSTRIES, INC.      registered 8/31/91;  
TM      renewed; expires  
8/13/11

U.S. Reg. No. 1,646,041      "T" LOGO      registered 5/28/91  
TM, Service Mark

U.S. Reg. No. 2,450,927      eDesigner Studio      registered 5/15/01  
Service Mark