

Honore Anderson  
4410650-0067

11-12-2003

Form PTO-1594  
1-31-92

11.6.03



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please return enclosed original documents or copy thereof.

1. Name of conveying party(ies):  
**Bank of the West f/k/a Sanwa Bank California**  
 Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation-State -  
 Other **California Banking Corporation**  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: **Ropak Corporation**  
Internal Address: \_\_\_\_\_  
Street Address: **4400 MacArthur Boulevard**  
City: **Newport Beach** State: **CA** ZIP: **92660**  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- **Delaware**  
Other \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Interest  Change of Name  
 Other **Release of Security Interest**

Execution Date: **10/22/2003**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
**78/099386**  
Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
**1,378,118**  
**1,297,584**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Meredith Schorr**  
Internal Address: **c/o White & Case LLP**  
Street Address: **1155 Avenue the Americas**  
City: **New York** State: **NY** ZIP: **10036**

6. Total number of applications and registration involved **3**

7. Total fee (37 CFR 3.41): ..... \$ **90**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**23-1705** (in event of deficiency)  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*  
**Meredith Schorr** **Meredith Schorr** **11/6/03**  
Name of Person Signing Signature Date  
**Meredith Schorr** Total number of pages comprising cover sheet: **1**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

**Mail Stop Assignment Recordation Services  
Director of US Patent and Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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01 FC:6521  
02 FC:6522

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NEWYORK 873521  
bhb-blank assignment cover sheet

TRADEMARK  
REEL: 002861 FRAME: 0598

**TRADEMARK RELEASE**

This Release granted as of October 22, 2003, by Bank of the West f/k/a Sanwa Bank California, a California Banking Corporation, (“BOW”), with principal offices at 4400 MacArthur Boulevard, Newport Beach, CA 92660, to Ropak Corporation, a Delaware Corporation (“Assignor”), with principal offices at 660 South State College Boulevard, Fullerton, CA 92831, as follows:

**W I T N E S S E T H:**

WHEREAS, the Assignor has heretofore granted to BOW a security interest in certain U.S. trademarks, trademark registrations and trademark applications as more particularly set forth on Schedule A attached hereto (the “Marks”) to secure the Secured Obligations (as defined in the Security Agreement, dated as of February 13, 1992, between BOW and the Assignor (the “Security Agreement”)); and

WHEREAS, BOW wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, BOW hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Marks, and more particularly, (i) the security interest in the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv)

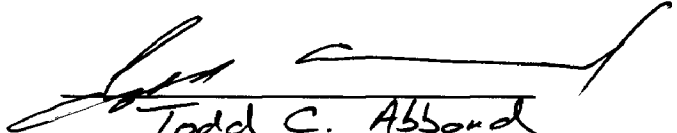
all causes of action arising prior to or after October 22, 2003 for infringement of any of the Marks or unfair competition regarding the same, and granted to BOW by the Assignor by the Security Agreement, which Assignments were duly recorded on the dates and at the Trademark Reels and Frames as set forth on Schedule A hereto in the United States Patent and Trademark Office.

BAN OF THE WEST f/k/a  
SANWA BANK CALIFORNIA

By:

Name:

Title:

  
Todd C. Abbond  
Vice President

Acknowledged and Agreed to by:

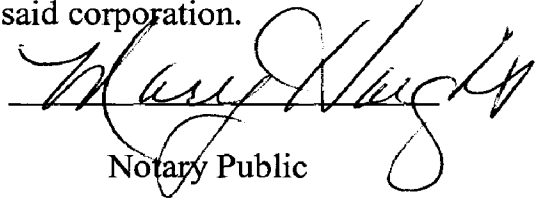
ROPAK CORPORATION

By:

  
Gregory A. Toft  
President

STATE OF CALIFORNIA )  
COUNTY OF Orange ) ss.:

On this 29th day of October, 2003, before me personally came Gregory A. Toft who, being by me duly sworn, did state as follows: that he is President of Ropak Corporation., that he is authorized to execute the foregoing on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
Notary Public



STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF ORANGE )

On this 29th day of October, 2003, before me personally came Todd C. Abboud who, being by me duly sworn, did state as follows: that [s]he is Vice President of Bank of the West f/k/a Sanwa Bank California, that [s]he is authorized to execute the foregoing on behalf of Bank of the West and that [s]he did so by with full authority.



Laurelee E. Hegg  
Notary Public

SCHEDULE A

<u>MARK</u>	<u>REG./ SER. NO.</u>	<u>DATE OF REG.</u>	<u>ASSIGNMENT RECORDING DATE</u>	<u>ASSIGNMENT RECORDING REEL/FRAME</u>
QUALITY-PAK	1,378,118	01/14/1986	07/15/1992	0881/0382
ROCAN	1,297,584	09/25/1984	03/26/1992	0853/0789
ROPAK PACKAGING	78-099,386	Filed 12/20/2001	03/26/1992	0853/0782