

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSVP Operations LLC		06/22/2004	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Madeleine L.L.C., as Collateral Agent		
Street Address:	299 Park Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1956893	XEROSTAT	
Registration Number:	2151860	U-PAD	
Registration Number:	2158228	DOUBLE U-PAD	
Registration Number:	2316674	GEO SPRING	
Serial Number:	78296367	GEORAIL	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-683-6339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 S. Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Claudia R Immerzeel		

OP \$140.00 1956893

Signature:

/Claudia R Immerzeel/

Date:

01/06/2005

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of June 22, 2004, between **RSVP OPERATIONS LLC**, a California limited liability company having its chief executive office at 14450 Industry Circle, La Mirada, CA 90638 (the "*Assignor*"), and **MADELEINE L.L.C.**, having a representative office at 299 Park Avenue, 24th Floor, New York, New York 10171 in its capacity as the Collateral Agent on behalf and for the benefit of the Lender Parties (in such capacity, the "*Assignee*"), as each term is defined in the Financing Agreement (as defined below).

WHEREAS, pursuant to that Financing Agreement dated as of June 22, 2004 (as the same may be amended, modified, supplemented or restated from time to time, the "*Financing Agreement*"), by and among Packaging Plus, LLC, a California limited liability company (the "*Borrower*"), as borrower, Berkley Industries, LLC, a California limited liability company, as parent guarantor, the Lenders named therein, and the Assignee, as the Collateral Agent and Administrative Agent on behalf of and for the benefit of the Lender Parties, the Lender Parties have agreed to make certain extensions of credit to or for the Borrower in the amounts and manner set forth in the Financing Agreement and the other Loan Documents (collectively, the "*Credit*").

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 22, 2004 (the "*Security Agreement*"), in favor of the Collateral Agent on behalf of and for the benefit of the Lender Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "*Collateral*," as defined in the Security Agreement.

WHEREAS, the Lender Parties are willing to make, extend and maintain the Credit to and for the benefit of the Borrower, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Lender Parties, in and to all of Assignor's right, title and interest in and to all Patents (as described below) to secure its payment and performance of the "*Secured Obligations*" (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Financing Agreement are used herein as therein defined.
2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Collateral Agent and the Lender Parties to

enter into the Financing Agreement and the other Loan Documents and to make, extend and maintain the Credit to and for the benefit of the Borrower upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, on behalf of and for the benefit of the Lender Parties, and hereby grants to the Collateral Agent, on behalf of and for the benefit of the Lender Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on *Schedules A* and *B* hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for each past, present and future infringements or dilutions of any Trademark(s) or any injury to the goodwill associated with any Trademark(s), all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; *provided, however*, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

The parties hereto acknowledge that this Grant of Security Interest (Trademarks) and the rights and benefits of the Collateral Agent and the other Lender Parties hereunder are subject to the applicable terms and provisions of the Intercreditor Agreement.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

ASSIGNEE:

MADELEINE L.L.C., as the Collateral Agent

By: _____

Name:

Kevin Genda

Title:

UIC President

SCHEDULE A
U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
1,956,893	XEROSTAT	February 13, 1996
2,151,860	U-PAD	April 21, 1998
2,158,228	DOUBLE U-PAD	May 19, 1998
2,316,674	GEO SPRING	February 8, 2000

SCHEDULE B

PENDING U.S. TRADEMARKS

FILING NO.	MARK	APPLICATION DATE
September 4, 2003	GEORAIL	Pending S/N: 78/296,367