

7/30/04

08-05-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RE



102806226

To the Director of the U. S. Patent and Trademark Office: Please record and assign serial numbers to the documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Wachovia Bank National Association
(as successor in interest to First
Union National Bank)

- Individual(s)
- General Partnership
- Corporation-State
- Other national association
- Association
- Limited Partnership

Citizenship (see guidelines) N/A

Execution Date(s) July 21, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Captive Plastics, Inc.

Internal

Address: _____

Street Address: 251 Circle Drive North

City: Piscataway

State: New Jersey

Country: USA Zip: 08854-3759

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
Citizenship _____
Citizenship _____
Citizenship New Jersey
Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

08/03/2004 MIBETACHE 00000136 1547419

40.00 OP
~~125.00 OP~~

B. Trademark Registration No.(s)

See Schedule 1 attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Amanda Jane Elliott, Esq.

Internal Address: Paul, Hastings, Janofksy & Walker LLP

Street Address: 1299 Pennsylvania Ave., NW
10th Floor

City: Washington

State: DC Zip: 20004

Phone Number: (202) 508-9513

Fax Number: (202) 508-8543

Email Address: amandaelliott@paulhastings.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 16-0752

Authorized User Name _____

9. Signature:

Signature

Amanda Jane Elliott

Name of Person Signing

July 30, 2004

Date

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003020 FRAME: 0922

SCHEDULE I

Trademarks

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
1,547,419	07/11/89	Design Only
1,545,407	06/27/89	THORO-BAN
2,081,302	07/22/97	CP and Design
1,277,024	05/08/84	CAPTIVE PLASTICS (Stylized Letters)
1,273,575	04/10/84	Design Only
1,279,008	05/22/84	CPI (Stylized Letters)

RELEASE OF SECURITY INTEREST AND REASSIGNMENT

This release and reassignment (this "Release") made effective, as of 21st day of July, 2004, by and between Captive Plastics, Inc. (hereafter "Captive"), a New Jersey corporation, having an address at 251 Circle Drive North, Piscataway, NJ, and Wachovia Bank National Association (as successor in interest to First Union National Bank), as agent for certain lenders (in such capacity, "Agent"), having an address, among other places, at 1339 Chestnut Street, Widener Bldg., PA4812, Philadelphia, PA 19107.

WHEREAS, Captive assigned to Agent a security interest in an agreement (hereafter "the Security Agreement") which was recorded with the United States Patent and Trademark Office against the trademarks on Schedule I attached hereto and made a part hereof, at Reel 2341, Frame 0953, on July 30, 2001 and the patents on Schedule II attached hereto and made a part hereof, at Reel 012025, Frame 0745, on July 30, 2001 (collectively, the "Collateral");

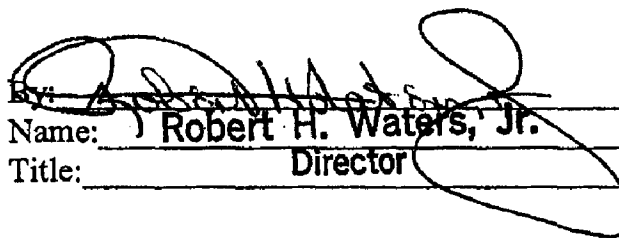
WHEREAS, the obligations secured by the Security Agreement have been repaid in full, and Agent no longer has any further interest in the Collateral.

WHEREAS, Captive has performed all its obligations under the Security Agreement and the related loan documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby releases any and all claims, liens, and other encumbrances in and to the Collateral arising under the Security Agreement, and reassigns to Captive, without recourse, representation or warranty, any and all rights conveyed thereunder, as if said agreement had never been entered into, and Agent hereby terminates, cancels and releases any and all of its security interests in and mortgages to the Collateral.

Agent shall take all further actions, and provide to Captive, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments which are reasonably acceptable to Agent), requested by Captive to more fully and effectively effectuate the purposes of this Release.

WACHOVIA BANK NATIONAL ASSOCIATION,
as Agent


Name: Robert H. Waters, Jr.
Title: Director

SCHEDULE I

Trademarks

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
1,547,419	07/11/89	Design Only
1,545,407	06/27/89	THORO-BAN
2,081,302	07/22/97	CP and Design
1,277,024	05/08/84	CAPTIVE PLASTICS (Stylized Letters)
1,273,575	04/10/84	Design Only
1,279,008	05/22/84	CPI (Stylized Letters)

SCHEDULE II

Patents

<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>
5,321,341	06/14/94	Drive Module for Machine
5,261,810	11/16/93	Closing and Clamping System
4,844,284	07/04/89	Child Resistant Package
4,712,699	12/15/87	Package Employing Unique Seal
4,919,285	04/24/90	Tamper Evident Closure and Method of Manufacture of the Same
4,600,131	07/15/86	Pourout Fitment/Closure
4,360,114	11/23/82	Linerless Bottle Cap

LA /1025775.1

RECORDED: 07/30/2004

TRADEMARK
REEL: 003020 FRAME: 0926