

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merril Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		07/29/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Tharco Containers Colorado, Inc.		
Street Address:	2222 Grant Avenue		
City:	San Lorenzo		
State/Country:	CALIFORNIA		
Postal Code:	94580		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1725543	THARCO DEPENDABILITY-QUALITY-SERVICE	
Registration Number:	2062933	T-LAM	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5149		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4045722611		
Email:	vfitzpatrick@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	191 Peachtree Street		
Address Line 2:	c/o Vandy F. Fitzpatrick		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Vandy F. Fitzpatrick		
Signature:	/s/ Vandy F. Fitzpatrick		

CH \$65.00 1725543

Date:

08/19/2005

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 29, 2005 ("Effective Date") by and between **Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.**, a Delaware corporation, 222 N. LaSalle Street, Suite 1700, Chicago, Illinois 60601, in its capacity as Agent ("Grantee"), and **Tharco Containers Colorado, Inc.**, a Colorado corporation, 2222 Grant Avenue, San Lorenzo, California 94580 ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated January 7, 2004 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor (collectively, the "Trademarks"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith, and all products and proceeds thereof;

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Credit Agreement by and between Grantor and Grantee dated January 7, 2004 (the "Credit Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on February 25, 2004 at Reel 2918, Frame 0485; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement and the Credit Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee shall take all further actions, at Grantor's expense, and provide to Grantor, 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), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**MERRILL LYNCH CAPITAL,
A DIVISION OF MERRILL LYNCH
BUSINESS FINANCIAL SERVICES INC.**

Alison M. Harjo

Name: Alison M. Harjo

Title: Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1,725,543	10/20/92	THARCO DEPENDABILITY-QUALITY-SERVICE
2,062,933	5/20/97	T-LAM