

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	11/02/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PWP Industries		11/02/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent and Lender
Street Address:	6130 Stoneridge Mall Road, Suite 300
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2819826	PACKAGING WITH PERFECTION
Registration Number:	2692832	PWP
Registration Number:	2666476	PWP
Serial Number:	76626268	TAMPER-EVIDENCE
Serial Number:	76626267	TAMPER-EVIDENT

CORRESPONDENCE DATA

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ggillen@winston.com
 Correspondent Name: Grace Gillen
 Address Line 1: 101 California Street, Ste 3900
 Address Line 2: c/o Winston & Strawn, LLP
 Address Line 4: San Francisco, CALIFORNIA 94111

CH \$140.00 2819826

ATTORNEY DOCKET NUMBER:	250022.140
NAME OF SUBMITTER:	Hill Blackett
Signature:	/Hill Blackett/
Date:	12/06/2005

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of November 2, 2005, is made by PWP INDUSTRIES, a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, for itself, as Lender, and as agent for Lenders (in such capacity, "Agent"), with respect to the following facts.

RECITALS

A. Grantor, Agent and Lenders are parties to that certain Credit Agreement of even date herewith (as the same from time to time may be amended, supplemented or otherwise modified, the "Credit Agreement"), pursuant to which Lenders have agreed, among other things, to make the Loans (as defined therein) and to incur Letter of Credit Obligations on behalf of Grantor.

B. Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lenders, that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement to Agent for the benefit of Lenders.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in or pursuant to the Credit Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby grants to Agent, for the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its patents and all patent licenses to which Grantor is a party, including those referred to in **Part A** to Schedule I hereto;

(b) all of its trademarks and all trademark licenses to which Grantor is a party, including those referred to in **Part B** to Schedule I hereto;

(c) all of its copyrights and all copyright licenses to which Grantor is a party, including those referred to in **Part C** to Schedule I hereto;

(d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and general intangibles with respect to the forgoing; and

(e) all proceeds of the forgoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the forgoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the forgoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement of any patent or patent license, or (B) for past, present or future infringement or dilution of any copyright, copyright license, trademark or trademark license, or (C) for injury to the goodwill associated with any license, patent, trademark or copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise; provided, however, that the Intellectual Property Collateral shall not include any rights or interests of Grantor under any Intellectual Property License, if, and solely to the extent that, the granting of a security interest in favor of Agent with respect to such Intellectual Property License would cause a default under the express terms of such Intellectual Property License (other than to the extent that any such term would be rendered ineffective pursuant to the Code (including, without limitation, with respect to any Account, payment intangible, Chattel Paper or promissory note) or any other applicable law, including, without limitation, the Bankruptcy Code or principles of equity), provided further, however, that immediately upon the ineffectiveness, lapse, amendment or termination of any such term, such Intellectual Property License shall (without any further action or delivery by any Person) constitute Intellectual Property Collateral (and Grantor shall be deemed to have granted a security interest therein) hereunder as if such provision had never been in effect. Grantor hereby agrees and acknowledges that the foregoing exclusion shall not in any way be construed to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of Grantor in or to monies due or to become due under any Intellectual Property License, and Grantor agrees that it shall use commercially reasonable efforts prior to entering into any such Intellectual Property License to cause the grant of the security interest in favor of Agent in such Intellectual Property License, as contemplated hereunder, to be permitted thereunder. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any intent-to use application relating to any Intellectual Property Collateral.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property 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.

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IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

PWP INDUSTRIES

By: Marvin Liebman

Name: Marvin Liebman

Title: Chief Financial Officer

"Agent"

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____

Name: Lawrence E. Ridgway

Its: Duly Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

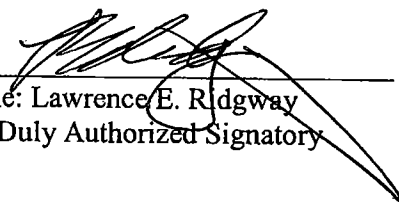
"Grantor"

PWP INDUSTRIES

By: _____
Name: Marvin Liebman
Title: Chief Financial Officer

"Agent"

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Name: Lawrence E. Ridgway
Its: Duly Authorized Signatory

SCHEDULE 1

(PART A)

PATENTS AND PATENT LICENSES

Domestic:

<u>Patent Title</u>	<u>Patent Number</u>	<u>Grant Date</u>
<u>FOR PWP INDUSTRIES:</u>		
- Twisted Food Display Container/Salad Bowl	D510843	October 25, 2005
- Food Container	D509,111	September 6, 2005
- Oval Food Container	D509,110	September 6, 2005
- Double Fluted and Twisted Container	D509,109	September 6, 2005
- Diamond/Crisscross Compartmented Food Container	D504,326	April 26, 2005
- Diamond/Crisscross Food Container	D504,325	April 26, 2005
- Twisted Food Container/Salad Bowl	D498,390	November 16, 2004
- Food Display Container Cover	D494,468	August 17, 2004
- Container	D483,259	December 9, 2003
- Food package whose lid has descending ribs to help hold food product and toppings in position	6,595,366	July 22, 2003
- Food container with rigid base plate	6,513,675	February 4, 2003
- Container Lid	D468,207	January 7, 2003
- Container	D467,796	December 31, 2002
- Container lid	D466,365	December 3, 2002
- Container lid	D457,781	August 6, 2001
- Storage assembly including a lid with an egress barrier	6,352,170	March 5, 2002
- Package lid	D449,522	October 23, 2001
- Container lid	D447,910	September 18, 2001
- Combined container and lid	D445,310	July 24, 2001
- Container bottom	D440,829	April 24, 2001

Pending patent applications:

<u>Title</u>	<u>U.S. Patent Application No.</u>	<u>Description</u>	<u>Date Recorded</u>
Kagan Binder	PWP0002/US/2	Container whose side wall includes a surface discontinuity to hold shrink wrap thereto	June 17, 2002

Pending provisional patent applications:

<u>Docket</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filed</u>
04/102	Egg Container	60/660,316	03/10/05
04/214	Tamper Indicating Container	60/632,906	12/03/04
05/139	Tamper Evident Container With Adhesive Technology	60/679,321	05/10/05
05/140	Tamper Evident Container Using U.V. Technology	60/689,394	06/10/05

Pending design patent applications:

<u>Docket</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filed</u>
03/166	Bundt Cake Container Base	29/187,263	07/29/03
04/174	Rectangular Food Container	29/217,640	11/19/04
04/193	Multi-Facet Food Container	29/216,919	11/09/04
04/194	Elliptical Fluted Food Container	29/217,704	11/19/04
04/217	Twisted And Fluted Food Container	29/219,356	12/16/04
04/218	Container For Small Cakes	29/220,173	12/27/04
05/117	Compartmented Food Container	29/223,074	02/08/05
05/172	Oyster Container Base	29/239,118	09/26/05
05/105	Multi-Compartment Container Of Two Vacuum Formed Sheets	Not yet filed.	

Pending utility patent applications:

<u>Docket</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filed</u>
03/143	Cake Container Cover-Base Connection	10/645,893	08/18/03
03/220	Bundt Cake Container	10/875,824	06/24/04
05/145	Tamper Evident Bowl With Blocked Tab	11/166,308	06/24/05

Expired provisional patent applications:

<u>Docket</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filed</u>
03/142	Cake Container With Knife	60/494,227	08/09/03
04/119	Fruit Chunk Container	60/587,623	07/13/04

SCHEDULE 1

(PART B)

TRADEMARKS AND TRADEMARK LICENSES

Domestic:

<u>Trademark</u>	<u>Registration Number</u>	<u>Renewal Date</u>
- PACKAGING WITH PERFECTION	2,819,826	March 2, 2014
- PWP (word mark)	2,692,832	March 4, 2013
- PWP (stylized)	2,666,476	December 24, 2012

Trademark Applications

<u>Docket</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Status</u>
04/223	TAMPER-EVIDENCE	76/626,268	12/30/04	Published
04/227	TAMPER-EVIDENT	76/626,267	12/30/04	Published

SCHEDULE 1

(PART C)

COPYRIGHTS AND COPYRIGHT LICENSES

NONE.

(Intellectual Property Agreement)

TRADEMARK

RECORDED: 12/06/2005

REEL: 003204 FRAME: 0996