

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schoeller Arca Systems, Inc.		01/30/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Citibank N.A., London Branch		
Street Address:	Citigroup Centre, Canada Square, Canary Wharf		
Internal Address:	Attn: Laura Hughes		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5LB		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1838429	HIGHWALL	
Registration Number:	2192978	MAGNUM	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 838-3753		
Email:	emily.priest@shearman.com		
Correspondent Name:	Tina S. Patel		
Address Line 1:	Shearman & Sterling LLP		
Address Line 2:	1080 Marsh Rd.		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	30580-00236 TM SI		
DOMESTIC REPRESENTATIVE			

CH \$65.00 1838429

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Tina S. Patel
Signature:	/tina s. patel/
Date:	02/05/2008

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated 30 January, 2008, is made by the persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Citibank, N.A., London Branch, as Security Trustee (the "**Security Trustee**") for the Secured Parties (as defined in the Senior Facilities Agreement referred to below).

WHEREAS, Magnum-SAS Bond B.V. as Parent and certain of its subsidiaries as Borrowers and/or Guarantors have entered into a Senior Facilities Agreement dated December 18, 2007 as amended December 19, 2007 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Senior Facilities Agreement**") with Citigroup Global Markets Limited and J.P. Morgan PLC as Mandated Lead Arrangers and Bookrunners, J.P. Morgan Europe Limited as Documentation Agent and Citibank, N.A. as Security Trustee and Issuing Bank.

WHEREAS, Magnum-SAS Bond B.V. as Parent and certain of its subsidiaries as Guarantors have entered into a Subordinated Bridge Facility Agreement dated December 18, 2007 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Subordinated Bridge Facility Agreement**") with Citigroup Global Markets Limited and J.P. Morgan PLC as Mandated Lead Arrangers and Bookrunners, J.P. Morgan Europe Limited as Documentation Agent, Citibank International PLC as Agent and Citibank N.A., London Branch as Security Trustee.

WHEREAS, Magnum-SAS Bond B.V. as Parent and certain of its Subsidiaries have entered into an Intercreditor Agreement dated December 18, 2007 (said Intercreditor Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Intercreditor Agreement**") with Citibank International PLC as Senior Facility Agent, Bridge Facility Agent and Issuing Bank and Citibank N.A., London Branch as Security Trustee.

WHEREAS, it is a condition precedent to the making available of Loans, the issuing of Letters of Credit and the entering into of Hedging Agreements by the Lenders under and as defined in the Senior Facilities Agreement and the making available of Loans under and as defined in the Subordinated Bridge Facility Agreement that the Grantors shall have granted the security interest contemplated by this Agreement. The Grantors will derive substantial direct and indirect benefit from the transactions contemplated by the Finance Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Trustee for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Finance Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Secured Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

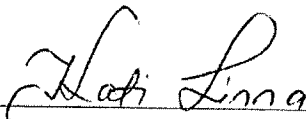
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Schoeller Arca Systems, Inc.

By 

Name: Kati Linna

Title: President

Address for Notices:

3000 Town Center Drive, Suite 620

Southfield, MI 48075, USA

Fax: + 1.248.355.3035

Attention of: Ann E. Shellenbarger, Controller

Schedule A

Patents

I. Patents

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Schoeller Arca Systems, Inc.	Collapsible Storage Bin	Germany	P3575112.6	85305500.2	08/01/1985	01/03/1990
Schoeller Arca Systems, Inc.	Collapsible Storage Bin	European Patent Office	0211116	85305500.2	08/01/1985	01/03/1990
Schoeller Arca Systems, Inc.	Collapsible Storage Bin	France	FR 0211116	85305500.2	08/01/1985	01/03/1990
Schoeller Arca Systems, Inc.	Collapsible Storage Bin	United Kingdom	GB 0211116	85305500.2	08/01/1985	01/03/1990
Schoeller Arca Systems, Inc.	Collapsible Storage Bin	Israel	79170	79170	06/20/1986	
Schoeller Arca Systems, Inc.	Collapsible Storage Bin	Italy	IT 0211116	85305500.2	08/01/1985	01/03/1990
Schoeller Arca Systems, Inc.	CONTAINER WITH LATCHABLE HINGED SIDEWALL GATE	United States	4967927	07/323684	03/15/1989	11/06/1990
Schoeller Arca Systems, Inc.	Container with Latchable Hinged Sidewall Gate	United States	5199592	07/852760	03/17/1992	04/06/1993

Schoeller Arca Systems, Inc.	CONTAINER WITH SIDEWALL EXTENSION AND METHOD FOR MAKING	Venezuela	52547	818/91	06/21/1991	10/07/1994
Schoeller Arca Systems, Inc.	Container With Sidewall Extension	United States	5114037	07/701602	05/14/1991	05/19/1992
Schoeller Arca Systems, Inc.	Container With Sidewall Extension and Method for Making	United States	5289935	07/845121	03/03/1992	03/01/1994
Schoeller Arca Systems, Inc.	Collapsible Container With Reduced Deflection	European Patent Office	0737152	95906129.2	12/27/1994	05/08/2002
Schoeller Arca Systems, Inc.	COLLAPSIBLE CONTAINER WITH REDUCED DEFLECTION	United Kingdom	GB 0737152	95906129.2	12/27/1994	05/08/2002
Schoeller Arca Systems, Inc.	COLLAPSIBLE CONTAINER WITH REDUCED DEFLECTION	Ireland	IE 0737152	95906129.2	12/27/1994	05/08/2002
Schoeller Arca Systems, Inc.	COLLAPSIBLE CONTAINER WITH REDUCED DEFLECTION	Mexico	188045	950190	01/02/1995	02/12/1998
Schoeller Arca Systems, Inc.	COLLAPSIBLE CONTAINER WITH REDUCED DEFLECTION	European Patent Office		94/14939	12/27/1994	
Schoeller Arca Systems, Inc.	COLLAPSIBLE CONTAINER WITH REDUCED DEFLECTION	[PC]	48963	9604310-4	12/24/1994	04/17/2001
Schoeller Arca Systems, Inc.	Collapsible Container with Reduced Deflection	Singapore	5474197	08/173610	12/27/1993	12/12/1995

Schoeller Arca Systems, Inc.	Collapsible Container with Reduced Deflection	United States	6283319	08/567385	12/04/1995	09/04/2001
Schoeller Arca Systems, Inc.	Collapsible Container with Reduced Deflection	United States	6484898	09/893229	06/27/2001	11/26/2002
Schoeller Arca Systems, Inc.	Container Base	United States	5788103	08/882244	06/25/1997	08/04/1998
Schoeller Arca Systems, Inc.	Collapsible Container with Closed, Multi- Paneled Sidewalls	[PC]		01/11302	04/06/2001	
Schoeller Arca Systems, Inc.	Collapsible Container With Closed, Multi- Paneled Sidewalls	United States	6776300	09/828036	04/06/2001	08/17/2004

Schedule B

Trademarks

II. Trademarks

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Schoeller Arca Systems, Inc.		United States	HIGHWALL	1838429	74126332	20-DEC- 1990	31- MAY- 1994
Schoeller Arca Systems, Inc.		United States	MAGNUM	2192978	75074946	19-MAR- 1996	06-OCT- 1998

Schedule C

Copyrights

IV. Copyrights

<u>Grantor</u>	<u>Title of Work</u>	<u>Country</u>	<u>Title</u>	<u>Reg No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
NONE							