

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse		02/05/2008	Bank:

RECEIVING PARTY DATA	
Name:	Captive Plastics, Inc.
Street Address:	251 Circle Drive North
City:	Piscataway
State/Country:	NEW JERSEY
Postal Code:	08854
Entity Type:	CORPORATION: NEW JERSEY
Name:	GrafcO Industries Limited Partnership
Street Address:	251 Circle Drive North
City:	Piscataway
State/Country:	NEW JERSEY
Postal Code:	08854
Entity Type:	LIMITED PARTNERSHIP: MARYLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1277024	CAPTIVE PLASTICS
Registration Number:	2081302	CP
Registration Number:	2092911	CP
Registration Number:	1279008	CPI
Registration Number:	1547419	
Registration Number:	1273575	
Registration Number:	1545407	THORO-BAN
Registration Number:	2813487	EGRAFCO

OP \$290.00 1277024

Registration Number:	2780095	E GRAFCO
Registration Number:	2013396	GRAFCO
Registration Number:	2247587	GRAFCO PET PACKAGING TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	32702
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/08/2008

Total Attachments: 5
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CREDIT SUISSE

- Individual(s)
- General Partnership
- Corporation-State
- Other Bank:
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: February 5, 2008

2. Name and address of receiving party(ies)

Name: Captive Plastics, Inc.

Internal Address:

Street Address: 251 Circle Drive North

City: Piscataway State: NJ Zip: 08854

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New Jersey
- Other

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
PLEASE SEE ATTACHED

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Penelope J.A. Agodoa

Internal Address: IP Research Plus, Inc.

Street Address: 21 Tadcaster Circle

City: Waldorf State: MD Zip: 20602

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41) \$

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alexandra Andrei

Name of Person Signing

Alexandra Andrei

Signature

2/8/08

Date

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

5

Additional Receiving Party

Grafco Industries Limited Partnership, a Maryland Limited Partnership
251 Circle Drive North
Piscataway, NJ 08854

U.S. TRADEMARKS RELEASE OF SECURITY INTEREST

THIS RELEASE dated as of February 5, 2008, by CREDIT SUISSE, as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties.

A. Reference is made to the Credit Agreement dated as of August 18, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "*Existing Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*") and the agents thereunder.

B. Reference is made to the Guarantee and Collateral Agreement, dated as of August 18, 2005 (the "*Security Agreement*"), among Captive Plastics, Inc., Captive Holdings, Inc., the Subsidiaries of the Borrower from time to time party thereto and Credit Suisse, pursuant to which, among other things, the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the registered trademarks of the Grantors set forth on Annex I hereto (the "*Trademarks*"), which security interest was recorded with the United States Patent & Trademark Office. Reference is also made to the Trademark Security Agreement, dated August 18, 2005, among Captive Plastics, Inc., Captive Holdings, Inc. and Credit Suisse (the "*Trademark Security Agreement*"), which was filed with the United States Patent and Trademark Office. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Existing Credit Agreement and the Security Agreement.

C. In connection with the termination of the Existing Credit Agreement, the Borrower has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the Security Agreement and the Trademark Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, (i) all the Collateral Agent's right, title and interest (including, without limitation, security interests) in and to the Trademarks pursuant to the Security Agreement and the Trademark Security Agreement shall hereby automatically terminate (without any representation or warranty of any kind or nature), including, without limitation, the Trademarks set forth on Annex I attached hereto and (ii) the Trademark Security Agreement shall hereby terminate, there having occurred the indefeasible payment and performance in full in cash of the Obligations and the final termination of any commitments to extend any financial accommodations under the Existing Credit Agreement.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name:


Jay Chall

Title:

Director

by

Name:


JAMES NEIRA

Title:

ASSOCIATE

Annex I

U.S. Trademarks

Owner	Mark	Registration Number	Security Interest Recordation Date	Reel/Frame
Captive Plastics, Inc.	Captive Plastics	1277024	08/23/2005	3145/186
Captive Plastics, Inc.	CP	2081302	08/23/2005	3145/186
Captive Plastics, Inc.	CP	2092911	08/23/2005	3145/186
Captive Plastics, Inc.	CPI	1279008	08/23/2005	3145/186
Captive Plastics, Inc.	Design Only	1547419	08/23/2005	3145/186
Captive Plastics, Inc.	Design Only	1273575	08/23/2005	3145/186
Captive Plastics, Inc.	Thoro-Ban	1545407	08/23/2005	3145/186
GrafcO Industries Limited Partnership	E GRAFCO	2813487	12/28/2006	3451/399
GrafcO Industries Limited Partnership	E GRAFCO	2780095	12/28/2006	3451/399
GrafcO Industries Limited Partnership	GRAFCO	2013396	12/28/2006	3451/399
GrafcO Industries Limited Partnership	GRAFCO PET PACKAGING TECHNOLOGIES	2247587	12/28/2006	3451/399

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