

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Portola Packaging, Inc.		04/11/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	201 Merritt 7		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06856-5201		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3067828	PORTOLA	
Registration Number:	3103363	PORTOLA TECH INTERNATIONAL	
Registration Number:	3291286	SMART FLOW	
Registration Number:	3256779	FUSION	
Registration Number:	3253270	P PORTOLA	
Registration Number:	3292323	EASY FIT	
Registration Number:	3356891	STERI-SHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-993-2698		
<b>Email:</b>	magdalini.rizakos@lw.com		
<b>Correspondent Name:</b>	Magdalini Rizakos c/o Latham & Watkins		
<b>Address Line 1:</b>	233 South Wacker Drive, Suite 5800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		

**OP \$190.00 3067828**

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	04/11/2008
<b>Total Attachments: 4</b> source=Portola Packaging, Inc.- Trademarks#page1.tif source=Portola Packaging, Inc.- Trademarks#page2.tif source=Portola Packaging, Inc.- Trademarks#page3.tif source=Portola Packaging, Inc.- Trademarks#page4.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, Portola Packaging, Inc. a Delaware corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, General Electric Capital Corporation ("Agent"), as Agent, Issuing Lender and a Lender, and other financial institutions from time to time, are parties to a Fourth Amended and Restated Credit Agreement dated January 16, 2004 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Agent, and certain other financial institutions that may from time to time become parties thereto as Lenders (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of September 19, 2003 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 11<sup>th</sup> day of April, 2008.

**PORTOLA PACKAGING, INC.**

By:   
Name: Brian Bauerbach  
Title: President

Acknowledged:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003758 FRAME: 0712**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 11<sup>th</sup> day of April, 2008.

**PORTOLA PACKAGING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: Maura Fitzgerald  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

**Maura Fitzgerald**  
**Duly Authorized Signatory**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003758 FRAME: 0713**

Schedule 1  
to Trademark  
Security Agreement

<b>TITLE</b>		<b>APPL. NO</b>	<b>REG NO.</b>	<b>REG DATE</b>
PORTOLA AND DOUBLE TREES LOGO	Registered	78/555,500	3,067,828	03/14/06
PORTOLA TECH INTERNATIONAL	Registered	78/535,519	3,103,363	06/13/06
SMART FLOW	Registered	76/541,525	3,291,286	09/11/07
FUSION	Registered	76/541,526	3,256,779	06/26/07
PORTOLA WITH STYLIZED P	Registered	78/818,194	3,253,270	06/19/07
EASY FIT	Registered	78/923,452	3,292,323	09/11/07
STERI-SHIELD	Registered	77/027,919	3,356,891	12/18/07

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**RECORDED: 04/11/2008**

**TRADEMARK  
REEL: 003758 FRAME: 0714**