

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portola Tech International, Inc.		04/14/2008	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Wayzata Investment Partners LLC		
Street Address:	701 East Lake Street		
Internal Address:	Suite 300		
City:	Wayzata		
State/Country:	MINNESOTA		
Postal Code:	55391		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1653673	TECH INDUSTRIES, INC.	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(612) 492-6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	11504		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
Signature:	/Jeffrey R. Cadwell/		

TRADEMARK

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Date:

04/18/2008

**Total Attachments: 5**

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This Trademark Security Agreement and the security interest granted hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (the "Intercreditor Agreement") dated concurrently herewith by and between Wayzata Investment Partners LLC, as agent to the Lenders described below, and General Electric Capital Corporation, as agent (in such capacity, the "First Lien Holder") to the financial institutions party to the Fourth Amended and Restated Credit Agreement dated as of January 16, 2004 by and among Portola Packaging, Inc., the financial institutions from time to time party thereto and the First Lien Holder, as amended; and Wayzata Investments Partners LLC, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement.

### **TRADEMARK SECURITY AGREEMENT**

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

WHEREAS, Portola Packaging, Inc. ("Borrower"), Wayzata Investment Partners LLC ("Agent"), as Agent and a Lender, and other financial institutions from time to time, are parties to a Credit Agreement dated April 14, 2008 (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 Borrower 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 Security Agreement dated as of April 14, 2008 (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 Borrower and the Grantor under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, but subject at all times until the First Lien Termination Date to the rights of the First Lien Holder under the Intercreditor Agreement, 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.

Upon termination of the Intercreditor Agreement, references herein to the Intercreditor Agreement shall be of no further force or effect.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of April 14, 2008.

**PORTOLA TECH INTERNATIONAL, INC.**

By:   
Chief Financial Officer

Acknowledged:

**WAYZATA INVESTMENT PARTNERS LLC, as Agent**

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

Signature Page to Trademark Security Agreement (Portola Tech International, Inc.)

**TRADEMARK**  
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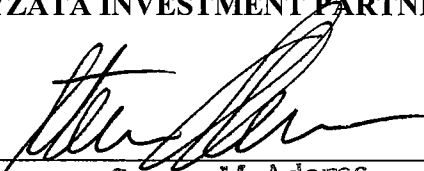
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of April 14, 2008.

**PORTOLA TECH INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Chief Financial Officer

Acknowledged:

**WAYZATA INVESTMENT PARTNERS LLC, as Agent**

By:   
Title: Steven M. Adams  
**Authorized Signatory**

Signature Page to Trademark Security Agreement (Portola Tech International, Inc.)

**TRADEMARK**  
**REEL: 003762 FRAME: 0758**

Schedule 1  
to Trademark  
Security Agreement

U.S. Registered Trademark Reg. No. 1,653,673 "Tech Industries, Inc." (registrant still listed as Tech Industries, Inc.)