

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stolle Machinery Company, LLC		07/25/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1267709	CMC
Registration Number:	1267708	CMP
Registration Number:	2977312	COOLPACK
Registration Number:	2971817	COOLPUNCH
Registration Number:	1180855	D
Registration Number:	1199316	DIDDE
Registration Number:	2196250	DIDDE COLORTECH
Registration Number:	1640240	ENDLEVEL II
Registration Number:	1966703	FORMATEC
Registration Number:	1453932	ME-CA-2000
Registration Number:	2702397	OPTIMÉ
Registration Number:	1054972	REDICON
Registration Number:	0912948	STANDUN
Registration Number:	3205596	STOLLE

OP \$415.00 1267709

Registration Number:	3086779	STRETCH MACHINE
Registration Number:	3139485	TURBOFLOW ROLLERS

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0652 (TM LIEN)
NAME OF SUBMITTER:	Anna T. Kwan
Signature:	/Anna T. Kwan/
Date:	07/25/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of July 25, 2008, is entered into by and among Stolle Machinery Company, LLC (the "Grantor"), and Goldman Sachs Credit Partners L.P. ("GSCP") as Collateral Agent for the Secured Parties (in such capacity as collateral agent, together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of July 25, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Can Machinery Acquisition Co., a Delaware Corporation, which shall merge with and into LJ Can Holdings, Inc., a Delaware corporation, which shall in turn merge with and into AIP/SMC Holdings, Inc., a Delaware corporation and be re-named Stolle Holdings, Inc., a Delaware corporation, Stolle Machinery Company, LLC, a Delaware limited liability company, the guarantors party thereto from time to time, the lenders party thereto from time to time (the "Lenders"), GSCP, as sole lead arranger and sole bookrunner, as syndication agent, as administrative agent and as Collateral Agent, and GSCP and GSO Capital Partners LP, as co-documentation agents.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit under the Credit Agreement that the Grantors shall have executed and delivered that certain Pledge and Security Agreement dated as of July 25, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement);

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor and the Collateral Agent agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS. Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, created or arising and wherever located:

(a) (i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, trade dress, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, including, but not limited to: (ii) the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill, (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties,

income, payments, claims, damages, and proceeds of suit, and (vii) all other rights of any kind whatsoever corresponding thereto throughout the world, provided, however, that the foregoing shall not include any “intent-to-use” application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance under Section 1(c) or Section 1(d) of the Lanham Act of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties under the Pledge and Security Agreement. The rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the affected Grantor and the Collateral Agent in accordance with Section 10.5 of the Credit Agreement.

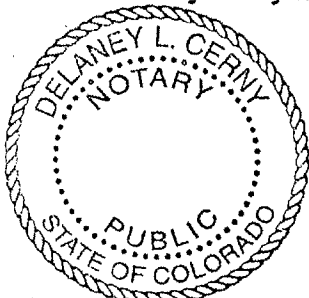
SECTION 6. GENERAL.

(a) Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof whether sounding in contract law, tort law or otherwise shall be governed by, and shall be construed and enforced in accordance with, the laws of the state of New York, without regard to conflicts of law provisions that would result in the application of any other law (other than any mandatory provisions of the UCC relating to the law governing perfection and the effect of perfection of the security interest).

(b) Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.


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



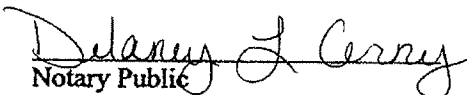
My Commission Expires 11/20/2010

STOLLE MACHINERY COMPANY, LLC,
as Grantor

By: 
Name: Gus Reall
Title: Assistant Secretary

STATE OF)
 : ss.:
COUNTY OF)

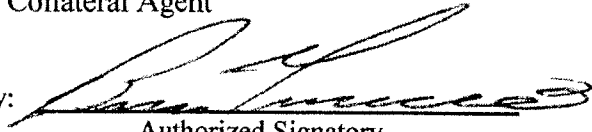
On this day of July, 2008, before me personally appeared Gus Reall, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.


Notary Public

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By:



Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 003823 FRAME: 0171

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademark	Registration Number	Issue Date
Stolle Machinery Company, LLC	CMC	1267709	02/21/1984
Stolle Machinery Company, LLC	CMP	1267708	02/21/1984
Stolle Machinery Company, LLC	COOLPACK	2977312	07/26/2005
Stolle Machinery Company, LLC	COOLPUNCH	2971817	07/19/2005
Stolle Machinery Company, LLC	D (STYLIZED)	1180855	12/08/1981
Stolle Machinery Company, LLC	DIDDE	1199316	06/29/1982
Stolle Machinery Company, LLC	DIDDE COLORTECH	2196250	10/13/1998
Stolle Machinery Company, LLC	ENDLEVEL II	1640240	04/09/1991
Stolle Machinery Company, LLC	FORMATEC	1966703	04/09/1996
Stolle Machinery Company, LLC	ME-CA-2000	1453932	08/25/1987
Stolle Machinery Company, LLC	OPTIME	2702397	04/01/2003
Stolle Machinery Company, LLC	REDICON	1054972	12/28/1976
Stolle Machinery Company, LLC	STANDUN	912948	06/08/1971
Stolle Machinery Company, LLC	STOLLE	3205596	02/06/2007
Stolle Machinery Company, LLC	STRETCH MACHINE	3086779	04/25/2006
Stolle Machinery Company, LLC	TURBOFLOW ROLLER	3139485	09/05/2006