## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital			
Corporation, successor-in-interest to		11/25/2008	CORPORATION: DELAWARE
Heller Financial, Inc., as Agent			

#### **RECEIVING PARTY DATA**

Name:	Portola Packaging, Inc., f/k/a Cap Snap Co.
Street Address:	951 Douglas Road
City:	Batavia
State/Country:	ILLINOIS
Postal Code:	60501
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1414260	CAP SNAP
Registration Number:	1762210	NON-SPILL
Registration Number:	1781458	PORTOLA PACKAGING

#### **CORRESPONDENCE DATA**

Fax Number: (312)861-2200

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

Phone: 312-861-2000

Email: dgasiorowski@kirkland.com

Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 200 East Randolph Drive

Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 23160-18 DRG GE#9

TRADEMARK REEL: 003893 FRAME: 0870

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NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	11/26/2008
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TRADEMARK REEL: 003893 FRAME: 0871

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of November 25, 2008 ("Effective Date") by and between General Electric Capital Corporation, successor-in-interest to Heller Financial, Inc., as Agent (as defined in the Trademark Security Agreement defined below), with its principal office at 201 Merritt 7, Norwalk, Connecticut 06856 ("Grantee"), and Portola Packaging, Inc., f/k/a-Cap Snap Co., a Delaware corporation, with its principal office at 951 Douglas Road, Batavia, Illinois 60150 ("Grantor").

WHEREAS, Grantor and Grantee are parties to that certain Credit and Security Agreement dated October 8, 1992 by and between Grantor and Grantee (the "Credit and Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Credit and Security Agreement, Grantor and Grantee entered into an Assignment for Security (Trademarks) ("Trademark Security Agreement") whereby Grantor granted to Grantee a continuing security interest in, and a continuing lien on, all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the United States trademark registrations and application set forth on Schedules A and B attached hereto, to secure the payment of all amounts owed by Grantor under the Credit and Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 19, 1992, at Reel 0902, Frame 0612; and

WHEREAS, Grantor has paid all of their outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

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IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GENERAL ELECTRIC CAPITAL CORPORATION, SUCCESSOR-IN-INTEREST TO HELLER FINANCIAL, INC., as Agent
Carrie Goldfeder Name:
Title:

### **SCHEDULE A**

# **U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Registration Date	Mark
0915323	06/15/1971	CAP SNAP SEAL
1044512	07/20/1976	SNAP CAP
1050686	10/19/1976	CAP SNAP SEAL
1352866	08/06/1985	SNAP CAP
1414260	10/21/1986	CAP SNAP
1487581	05/10/1988	DESIGN
1518029	12/27/1988	PLASTO-LOK II
1762210	03/30/1993	NON-SPILL
1781458	07/13/1993	PORTOLA PACKAGING
1764537	04/13/1993	DESIGN

### **SCHEDULE B**

## **U.S. TRADEMARK APPLICATION**

Application No.	Filing Date	Mark
74/217254	10/31/1991	TWIST & SPOUT

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**RECORDED: 11/26/2008**