

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		11/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Portola Packaging, Inc.
Street Address:	951 Douglas Road
City:	Batavia
State/Country:	ILLINOIS
Postal Code:	60510
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3291286	SMART FLOW
Registration Number:	3256779	FUSION
Registration Number:	3356891	STERI-SHIELD
Registration Number:	3103363	PORTOLA TECH INTERNATIONAL
Registration Number:	3067828	PORTOLA
Registration Number:	3253270	P PORTOLA
Registration Number:	3292323	EASY FIT

CORRESPONDENCE DATA

Fax Number: (312)861-2200
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 Correspondent Name: Kirkland & Ellis LLP
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CH \$190.00 3291286

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Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	23160-18 DRG GE#13
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	11/26/2008

Total Attachments: 3
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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, as Agent (as defined in the Trademark Security Agreement defined below), a Delaware corporation, with its principal office at 201 Merritt 7, Norwalk, Connecticut 06856 ("Grantee"), and Portola Packaging, Inc., a Delaware corporation, with its principal office at 951 Douglas Road, Batavia, Illinois 60150 ("Grantor").

WHEREAS, Grantor and Grantee are parties to that certain Fourth Amended and Restated Credit Agreement dated January 16, 2004 (the "Credit Agreement");

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Security Agreement dated September 19, 2003 by and between Grantor and Grantee, Grantor and Grantee entered into a Trademark Security Agreement (the "Trademark Security Agreement") whereby Grantor granted to Grantee a continuing security interest in 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 set forth on Schedule A, to secure the payment of all amounts owed by Grantor under the Credit Agreement;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 11, 2008, at Reel 3758, Frame 0709; and

WHEREAS, Grantor has paid all of its 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.

* * * * *

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, as Agent

Kathleen M. Bird

Name: Kathleen M. Bird

Title: SVP

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
3291286	09/11/2007	SMART FLOW
3256779	06/26/2007	FUSION
3356891	12/18/2007	STERI-SHIELD
3103363	06/13/2006	PORTOLA TECH INTERNATIONAL
3067828	03/14/2006	PORTOLA
3253270	06/19/2007	P PORTOLA
3292323	09/11/2007	EASY FIT