

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Portola Packaging, Inc.		11/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC, as agent
Street Address:	One Boston Place, Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1414260	CAP SNAP
Registration Number:	1762210	NON-SPILL
Registration Number:	1781458	PORTOLA PACKAGING
Registration Number:	3067828	PORTOLA
Registration Number:	3103363	PORTOLA TECH INTERNATIONAL
Registration Number:	3253270	P PORTOLA
Registration Number:	3256779	FUSION
Registration Number:	3291286	SMART FLOW
Registration Number:	3292323	EASY FIT
Registration Number:	3356891	STERI-SHIELD

CORRESPONDENCE DATA

Fax Number: (312)863-7494  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 863-7294

OP \$265.00 1414260

Email: sarah.endres@goldbergkohn.com  
Correspondent Name: Sarah Endres  
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe Street  
Address Line 2: Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.210
NAME OF SUBMITTER:	Sarah Endres
Signature:	/sarah endres/
Date:	12/02/2008

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of November, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 25, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among PORTOLA PACKAGING, INC., a Delaware corporation, reorganized debtor under a plan of reorganization confirmed in Case No. 08-12001 commenced under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, as a borrower ("US Borrower"), PORTOLA PACKAGING CANADA LTD., a British Columbia corporation, as a borrower ("Canadian Borrower"; Canadian Borrower and US Borrower are collectively, the "Borrowers" and individually, a "Borrower"), ( the lenders party thereto as "Lenders" ("Lenders"), WELLS FARGO FOOTHILL CANADA ULC, an Alberta unlimited corporation, as an administrative agent for the Lenders, and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all Grantor's right, title, and interest in and to the following personal property of such Grantor,

whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and material Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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 the event of a conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or applications (excluding "intent to use" applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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.

**PORTOLA PACKAGING, INC.**

By:   
Name: Kim W. Schwenker  
Title: Vice President

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO FOOTHILL, LLC, as Agent

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


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.

**PORTOLA PACKAGING, INC.**

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



**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, LLC, as Agent**

By:   
Name: S. N. Thom  
Title: V.P.

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Portola Packaging, Inc.	UNITED STATES	CAP SNAP	1414260	10/21/1986
Portola Packaging, Inc.	UNITED STATES	NON-SPILL	1762210	03/30/1993
Portola Packaging, Inc.	UNITED STATES	PORTOLA PACKAGING	1781458	07/13/1993
Portola Packaging, Inc.	UNITED STATES	PORTOLA and Design 	3067828	03/14/2006
Portola Packaging, Inc.	UNITED STATES	PORTOLA TECH INTERNATIONAL	3103363	06/13/2006
Portola Packaging, Inc.	UNITED STATES	P PORTOLA and Design 	3253270	06/19/2007
Portola Packaging, Inc.	UNITED STATES	FUSION	3256779	06/26/2007
Portola Packaging, Inc.	UNITED STATES	SMART FLOW	3291286	09/11/2007
Portola Packaging, Inc.	UNITED STATES	EASY FIT	3292323	09/11/2007



Portola Packaging, Inc.	UNITED STATES	STERI-SHIELD	3356891	12/18/2007
Portola Packaging, Inc.	AUSTRALIA	PORTOLA PACKAGING	915788	01/23/2003
Portola Packaging, Inc.	CANADA	PORTOLA PACKAGING	TMA506772	01/18/1999
Portola Packaging, Inc.	CANADA	SNAP CAP	TMA430859	06/29/1994
Portola Packaging, Inc.	CANADA	CAP SNAP	TMA432128	08/26/1994
Portola Packaging, Inc.	CHINA	PORTOLA PACKAGING	3267149	03/21/2004
Portola Packaging, Inc.	CHINA	PORTOLA	1407899	06/14/2000
Portola Packaging, Inc.	CHINA	Design	1407900	06/14/2000
Portola Packaging, Inc.	CTM (EUROPEAN UNION)	PORTOLA PACKAGING	297226	09/02/1998
Portola Packaging, Inc.	CTM	CAP SNAP	264689	06/09/1998
Portola Packaging, Inc.	MEXICO	CAP SNAP and Design	621937	08/31/1999
Portola Packaging, Inc.	MEXICO	CAP SNAP	620469	08/30/1999
Portola Packaging, Inc.	MEXICO	PORTOLA PACKAGING and Design	620468	08/30/1999
Portola Packaging, Inc.	MEXICO	PORTOLA PACKAGING and Design	621936	08/31/1999
Portola Packaging, Inc.	MEXICO	PORTOLA PACKAGING and Design	666826	07/28/2000

Portola Packaging, Inc. <sup>1</sup>	MEXICO	NEPCO and Design	673380	09/29/2000
Portola Packaging, Inc.	NEW ZEALAND	PORTOLA PACKAGING	658507	06/07/2002
Portola Packaging, Inc.	UNITED KINGDOM	TWIN SEAL	2214101	10/04/2002

**Trademark Licenses**

License Agreement between Portola Packaging, Inc. (Licensee) and Zork Pty Ltd (Licensor), dated October 10, 2006.

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<sup>1</sup> Recordal pending