

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Reassignment of Trademarks and Release of Security Interest recorded at Reel/Frame 3036/0875		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Peninsula Fund III Limited Partnership		07/13/2009	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	The Specialized Packaging Group, Inc.		
Street Address:	7 Laurel Park Square		
Internal Address:	3190 Whitney Avenue		
City:	Hamden		
State/Country:	CONNECTICUT		
Postal Code:	06158-2340		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2622760	SPG	
Registration Number:	2340984	SPG	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	38233-423 RMP		

CH \$65.00 2622760

900138620

**TRADEMARK
 REEL: 004024 FRAME: 0493**

NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	07/14/2009
Total Attachments: 3 source=2 Peninsula-SPGI Release#page1.tif source=2 Peninsula-SPGI Release#page2.tif source=2 Peninsula-SPGI Release#page3.tif	

RELEASE OF SECURITY INTEREST IN AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN AND REASSIGNMENT OF TRADEMARKS (this "Release") is made as of July 15, 2009 ("Effective Date") by and between **The Peninsula Fund III Limited Partnership**, a Delaware limited partnership, with an office at c/o Peninsula Capital Partners L.L.C., The Buhl Building, 535 Griswold Street, Suite 2050, Detroit, Michigan 48226 ("Lender"), and **The Specialized Packaging Group, Inc.**, a Delaware corporation, with a mailing address of 7 Laurel Park Square, 3190 Whitney Avenue, Hamden, Connecticut 06158-2340 ("Assignor").

WHEREAS, pursuant to the terms and conditions of that certain Note Purchase Agreement by and between Assignor, Lender, and certain other Credit Parties named therein, dated December 27, 2004 (the "Note Purchase Agreement"), and the terms and conditions of that certain Warrant and Preferred Stock Purchase Agreement by and between Assignor and Lender, dated December 27, 2004 (the "Warrant and Purchase Agreement"; together with the Note Purchase Agreement, the "Credit Agreements"), Assignor and Lender entered into that certain Collateral Assignment of Trademarks and Security Agreement by and between Assignor and Lender dated December 27, 2004 (the "Trademark Assignment and Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Trademark Assignment and Security Agreement, and in order to secure the complete and timely satisfaction of all Obligations (as defined in the Credit Agreements), Assignor granted, assigned and conveyed to Lender the entire right, title and interest in and to the trademark applications and trademarks listed in the Schedule hereto, together with the goodwill associated therewith (the "Trademarks");

WHEREAS, contemporaneously with the Trademark Assignment and Security Agreement, Assignor and Lender entered into a Security Agreement under which Lender was granted a lien on and security interest in, among other things, the Trademarks;

WHEREAS, the Trademark Assignment and Security Agreement was recorded with the United States Patent and Trademark Office on March 1, 2005, at Reel/Frame 3036/0875; and

WHEREAS, Assignor has paid all of its outstanding indebtedness to Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby (i) grants, assigns and conveys to Assignor the entire right, title and interest in and to the Trademarks, together with the goodwill associated therewith, (ii) terminates the Trademark Assignment and Security Agreement and the Security Agreement, and (iii) hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Lender represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any

trademark, or any trade name or assumed name, other than those Trademarks set forth on the attached Schedule, in any jurisdiction throughout the world.

Lender shall take all further actions, and provide to Assignor, 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 Assignor to more fully and effectively effectuate the purposes of this Release.

* * * * *

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

THE PENINSULA FUND III LIMITED
PARTNERSHIP, a Delaware limited
partnership

By: Peninsula Capital Partners L.L.C.,
its General Partner

By: 

Scott A. Reilly
President and CIO

SCHEDULE

TRADEMARK REGISTRATIONS

Country	Trademark No.	Registration Date	Mark
United States	2622760	9/24/2002	SPG and Design
United States	2340984	4/11/2000	SPG