

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pretium Packaging, L.L.C.		02/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as agent		
Street Address:	30 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3505940	ECONOLIGHT	
Registration Number:	3288573	HEAT ZONE	
Registration Number:	2385951	PRETIUM PACKAGING	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125586352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	6737-122		
NAME OF SUBMITTER:	Laura Konrath		

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**TRADEMARK
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Signature:	/Laura Konrath/
Date:	02/24/2010
Total Attachments: 5 source=pretium doc12#page1.tif source=pretium doc12#page2.tif source=pretium doc12#page3.tif source=pretium doc12#page4.tif source=pretium doc12#page5.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, Pretium Packaging, L.L.C., a Delaware limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of February 16, 2010 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, PVC Container Corporation, Robb Container Corporation, Airopak Corporation, Pretium Canada Company and Novapak Corporation (each, a "Borrower" and collectively the "Borrowers") the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of February 16, 2010 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and products of the foregoing, including, without limitation, all proceeds of and products of any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the

Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 16 day of February, 2010.

PRETIUM PACKAGING, L.L.C.

By: 

Name: _____

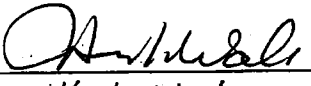
Title: _____

{Signature Page to Trademark Security Agreement}

TRADEMARK
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ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: 
Name: *Hugh Wade*
Title: *Senior Managing Director*

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
Trademark Security Agreement

Country	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
U.S.	ECONOLIGHT	77126965	3505940	03/09/2007	9/23/2008
U.S.	HEAT ZONE	78264161	3288573	06/18/2003	09/04/2007
U.S.	PRETIUM PACKAGING	75331366	2385951	07/28/1997	09/12/2000
Canada	ECONOLIGHT		TMA739238		05/01/2009
Canada	PRETIUM PACKAGING		TMA539,867	01/26/1998	01/17/2001

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