

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in United States Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ropak Corporation		02/01/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG, London Branch, as collateral agent		
<b>Street Address:</b>	Winchester House, 1 Great Winchester Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2N 2DB		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3280403	NXT GRAPHICS	
<b>Serial Number:</b>	77670543	DIAMOND	
<b>Serial Number:</b>	77802884	DIAMOND WEAVE TECHNOLOGY FOR SUSTAINABLE PACKAGING · RECYCLABLE · SUSTAINABLE PACKAGING	
<b>Serial Number:</b>	77670616	DIAMOND WEAVE TECHNOLOGY	
<b>Serial Number:</b>	77670628	DIAMOND PATTERN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128198200		
<b>Email:</b>	fcutajar@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patents & Trademarks		
<b>Address Line 4:</b>	New York, NEW YORK 10036		

**OP \$140.00 3280403**

ATTORNEY DOCKET NUMBER:	4410650-0369
<b>DOMESTIC REPRESENTATIVE</b>	
Name:	White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10036
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	03/16/2010
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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Ropak Corporation (the "Grantor") with principal offices at 10540 Talbert Avenue, Suite 200W, Fountain Valley, CA 92708, hereby grants to DEUTSCHE BANK AG, LONDON BRANCH, as Collateral Agent, with principal offices at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, England (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 21, 2009 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), or as otherwise required by the Security Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

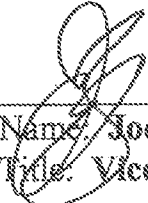
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
1 day of February, 2010.

ROPAK CORPORATION, Grantor

By   
Name: Joe Ruiz  
Title: Vice President

DEUTSCHE BANK AG, LONDON BRANCH,  
as Collateral Agent and Grantee

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

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

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
29 day of January, 2010.

ROPAK CORPORATION, Grantor

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

DEUTSCHE BANK AG, LONDON BRANCH,  
as Collateral Agent and Grantee

By V. Mayer  
Name: V. Mayer  
Title: AVP

By N. Dawes  
Name: ND AWES  
Title: VP

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E:\opac - Clone of Security Interest under AR Security Agreement  
(Ropak\Trade\ars)\PS\AL\201-19-10-1000

SCHEDULE A  
TRADEMARKS

Owner	Mark	USPTO Registration App No.
Ropak Corporation	NXT Graphics	3280403
	DIAMOND	77/670543
	DIAMOND WEAVE TECHNOLOGY (Design plus words)	77/802884
	DIAMOND WEAVE TECHNOLOGY	77/670616
	DIAMOND PATTERN	77/670628

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