TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Subordination of Security Interest in US Patents & Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG, London Branch		01/29/2010	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, London Branch
Street Address:	Winchester House, 1 Great Winchester Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 2DB
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3280403	NXT GRAPHICS
Serial Number:	77670543	DIAMOND
Serial Number:	77802884	DIAMOND WEAVE TECHNOLOGY FOR SUSTAINABLE PACKAGING · RECYCLABLE · SUSTAINABLE PACKAGING
Serial Number:	77670616	DIAMOND WEAVE TECHNOLOGY
Serial Number:	77670628	DIAMOND PATTERN

OP $140.00 3280403

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	4410650-0369

DOMESTIC REPRESENTATIVE

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

Total Attachments: 5
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NOTICE OF SUBORDINATION OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS

DEUTSCHE BANK AG, LONDON BRANCH, with principal offices at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, United Kingdom, on January 28, 2010, hereby gives notice in accordance with the following recitals and terms:

WHEREAS, Ropak Corporation and LINPAC Packaging Filmco, Inc. (formerly known as Filmco, Inc.; the foregoing entities are hereafter referred to collectively as the "Grantors") entered an agreement with, among others, DEUTSCHE BANK AG, LONDON BRANCH and certain creditors on June 20, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Senior Facilities Agreement"), where such creditors are defined therein as "Senior Lenders;"

WHEREAS, pursuant to the Senior Facilities Agreement, the Grantors and DEUTSCHE BANK AG, LONDON BRANCH entered into a certain Security Agreement, dated as of October 22, 2003 (as amended, modified, restated and/or supplemented from time to time, the "U.S. Security Agreement");

WHEREAS, pursuant to the Senior Facilities Agreement, the Grantors and DEUTSCHE BANK AG, LONDON BRANCH entered into a certain Amended and Restated Security Agreement, dated as of December 21, 2009 (the "Amended U.S. Security Agreement");

WHEREAS, under the U.S. Security Agreement, the Grantors granted a security interest in certain patents and trademarks to DEUTSCHE BANK AG, LONDON BRANCH, in its capacity as "Collateral Agent" on behalf of the Senior Lenders, in order to secure the satisfactory performance and payment of all the Obligations as further defined in U.S. Security Agreement;

WHEREAS, pursuant to the U.S. Security Agreement and the Amended U.S. Security Agreement, the Grantors are required to grant to DEUTSCHE BANK AG, LONDON BRANCH, in its capacity as "Collateral Agent" on behalf of the Senior Lenders, a security interest in intellectual property acquired by the Grantors subsequent to the execution of such agreements, including the patents set forth on Schedule A (the "Patents") and trademarks set forth on Schedule B (the "Marks") in order to secure the satisfactory performance and payment of all the Obligations as further defined in Amended U.S. Security Agreement;

WHEREAS, such grants of security interests in the Patents and the Marks to the Collateral Agent shall be filed with the United States Patent and Trademark Office on or about the date of this notice;

WHEREAS, among others, the Grantors, DEUTSCHE BANK AG, LONDON BRANCH, and certain creditors entered an agreement on December 17, 2009 (as amended, modified, restated and/or supplemented from time to time, the "Super Senior Facilities Agreement"), where such creditors are defined therein as "Super Senior Lenders;"

WHEREAS, pursuant to the Super Senior Facilities Agreement, the Grantors, other granting parties and DEUTSCHE BANK AG, LONDON BRANCH entered into a certain Security Agreement, on or about the date of this notice (as amended, modified, restated and/or supplemented from time to time, the "U.S. Super Senior Security Agreement");

WHEREAS, under the U.S. Super Senior Security Agreement, the Grantors granted a security interest in the Patents and the Marks to DEUTSCHE BANK AG, LONDON BRANCH, in its capacity as "Collateral Agent" on behalf of the Secured Parties (as defined in the U.S. Super Senior Security Agreement), in order to secure the satisfactory performance and payment of all the Obligations (as defined in U.S. Super Senior Security Agreement);

WHEREAS, such grant of security interest to the Collateral Agent shall be filed with the United States Patent and Trademark Office shortly after the execution of the U.S. Super Senior Security Agreement; and

WHEREAS, pursuant to a certain Intercreditor Agreement on December 21, 2009 among DEUTSCHE BANK AG, LONDON BRANCH, the Senior Lenders, the Super Senior Lenders and the other parties thereto (the "Intercreditor Agreement"), all parties to that agreement agreed that notwithstanding the order of occurrence of the Grantors' grants of security interest to the Senior Lenders and Super Senior Lenders, respectively, the security interest granted to the Super Senior Lenders shall take priority over the security interest granted to the Senior Lenders;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, DEUTSCHE BANK AG, LONDON BRANCH, in both its capacity as the Collateral Agent under the Amended U.S. Security Agreement and in its capacity as the Collateral Agent under the U.S. Super Senior Security Agreement, hereby grants notice of the order of priority of security interests in the Patents and Marks, as described in the foregoing and fully agreed in the Intercreditor Agreement by DEUTSCHE BANK AG, LONDON BRANCH, the Senior Lenders and the Super Senior Lenders, in accordance with terms more fully set forth therein.

IN WITNESS WHEREOF, the Collateral Agent under the Amended U.S. Security Agreement and under the U.S. Super Senior Security Agreement has caused this Notice of Subordination of Security Interest in Patents and Trademarks to be duly executed by its officer thereunto duly authorized as of the date first above written.

DEUTSCHE BANK AG, LONDON BRANCH

By: _____
Name: V. Mayer
Title: SVP

By: _____
Name: NOALES
Title: VP

PALOALTO 10178 (2K)

SCHEDULE A
PATENTS

UNPAC Packaging Filmco, Inc.	None		
UNPAC USA Holdings Inc.	None		
Logtek Inc.	None		
Ropak Central Inc.	None		
ROPAK CORP.	11/250,569		United States of America
ROPAK CORP.	11/615,436		United States of America
ROPAK CORP.	11/538,773		United States of America
ROPAK CORP.	12/222,912		United States of America
ROPAK CORP.	11/593,926		United States of America
ROPAK CORP.	11/788,938		United States of America
ROPAK CORP.	11/364,288		United States of America
ROPAK CORP.	10/962,092		United States of America
ROPAK CORP.	09/690,746	6,644,492	United States of America
ROPAK CORP.	29/125,479	D463,282	United States of America
ROPAK CORP.	12/461,165		United States of America
ROPAK CORP.	29/311,944		United States of America
ROPAK CORP.[1]	29/202,922	D519,837	United States of America
Ropak Southwest Division L.P.	None		

[1] Jointly owned with APC Products Limited.

PALGALTO 110718 (2K)

SCHEDULE B
TRADEMARKS

Owner	Mark	USPTO Registration/Serial No.
LINPAC USA Holdings Inc.	None	
LINPAC Packaging Filmco, Inc.	None	None
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
Ropak Southwest Division L.P.	None	
Ropak Central Inc.	None	
Logtek Incorporated	None	

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