

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saxco International, LLC		12/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	100 Crescent Court		
Internal Address:	Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	JOINT STOCK COMPANY: FRANCE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77912171	BOTTLE MAKER	
Registration Number:	2541536	CODA	
Registration Number:	3162952	MENUET	
Registration Number:	2129256	ANDANTE	
Registration Number:	2143021	LARGO	
Registration Number:	2122024	SYMPHONY	
Registration Number:	1605079	DG DEMPTOS GLASS CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		

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**TRADEMARK
 REEL: 004441 FRAME: 0635**

Address Line 1: Four Times Square
Address Line 2: Attn: Alvaro Arce, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/106
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NAME OF SUBMITTER:	Alvaro Arce
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Signature:	/alvaro arce/
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Date:	12/28/2010
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Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this “**Grant of Trademark Security Interest**”) is made as of December 22, 2010, by SAXCO INTERNATIONAL, LLC, a Delaware limited liability company, located at 200 Gibraltar Road, Horsham, Pennsylvania, 19044 (“**Grantor**”), in favor of BNP PARIBAS, located at 100 Crescent Court, Suite 500, Dallas, Texas 75201, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”). Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Saxco International, LLC, a Delaware limited liability company (“**Company**”) has entered into a Credit Agreement, dated as of December 22, 2010 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions from time to time party thereto as lenders (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Swap Counterparties; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 22, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following (including all rights acquired pursuant to a license or otherwise), in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (collectively, the “**Trademark Rights**”), and all goodwill of

such Grantor's business symbolized by the Trademarks, Trademark Registrations and Trademark Rights and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when any of the foregoing or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything to the contrary contained in clauses (i) and (ii) above, the security interest created by this Grant of Trademark Security Interest shall not extend to intent-to-use Trademark applications unless and until evidence of the use of such Trademark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a).

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Grant of Trademark Security Interest may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Grant of Trademark Security Interest by signing and delivering one or more counterparts.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

SAXCO INTERNATIONAL, LLC

By: 
Name: Herbert L. Sachs
Title: President and Treasurer

Grant of Trademark Security Interest

TRADEMARK
REEL: 004441 FRAME: 0639

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number (Appl. Number)</u>	<u>Registration Date/ (Appl. Date)</u>
Saxco International, LLC	BOTTLE MAKER	(77-912,171)	(1/14/2010)
Saxco International, LLC	CODA	2,541,536	2/19/2002
Saxco International, LLC	MENUET	3,162,952	10/24/2006
Saxco International, LLC	ANDANTE	2,129,256	1/13/1998
Saxco International, LLC	LARGO	2,143,021	3/10/1998
Saxco International, LLC	SYMPHONY	2,122,024	12/16/1997
Saxco International, LLC	DG DEMPTOS GLASS COMPANY LLC and Design	1,605,079	7/3/1990