

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.		04/20/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Robb Container Corporation		04/20/2011	CORPORATION: PENNSYLVANIA
PVC Container Corporation		04/20/2011	CORPORATION: PENNSYLVANIA
Airopak Corporation		04/20/2011	CORPORATION: PENNSYLVANIA
Novapak Corporation		04/20/2011	CORPORATION: PENNSYLVANIA
Pretium Finance, Inc.		04/20/2011	CORPORATION: PENNSYLVANIA
Pretium Intermediate Holding, LLC		04/20/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Mont Royal, L.L.C.		04/20/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
MR Grantor Trust		04/20/2011	TRUST: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Ctr./DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3288573	HEAT ZONE
Registration Number:	3505940	ECONOLIGHT
Registration Number:	2385951	PRETIUM PACKAGING

CORRESPONDENCE DATA

Fax Number: 4123942555

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 412-394-7767

Email: traip@thorpreed.com

Correspondent Name: Paul D. Bangor, Jr.

Address Line 1: 301 Grant Street, 14th Floor

Address Line 2: One Oxford Centre

Address Line 4: Pittsburgh, PENNSYLVANIA 15219-1425

ATTORNEY DOCKET NUMBER:	016613.104609
NAME OF SUBMITTER:	Paul D. Bangor, Jr.
Signature:	/Paul D. Bangor, Jr./
Date:	10/16/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 20, 2011, is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") and PNC Bank, National Association, as Collateral Agent for the Secured Parties (the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of April 20, 2011, among Pretium Packaging L.L.C., the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors have granted the Collateral Agent a security interest in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Collateral Agent hereby agree as follows:

(i) **Grant of Security Interest**

(a) Each Grantor hereby grants to the Collateral Agent, a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including: (i) the registrations and applications listed on Schedule A hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation thereof or for any injury to goodwill, (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

(b) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section

1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) **Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iii) **Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(iv) **Counterparts**

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

PRETIUM PACKAGING, L.L.C.,
as Borrower

By: Robert A. Robison
Name: Robert A. Robison
Title: VP, CFO

ROBB CONTAINER CORPORATION,
as Borrower

By: Robert A. Robison
Name: Robert A. Robison
Title: VP, CFO

PVC CONTAINER CORPORATION,
as Borrower

By: Robert A. Robison
Name: Robert A. Robison
Title: VP, CFO

AIROPAK CORPORATION,
as Borrower

By: Robert A. Robison
Name: Robert A. Robison
Title: VP, CFO

NOVAPAK CORPORATION,
as Borrower

By: Robert A. Robinson
Name: Robert A. Robinson
Title: VP CFO

PRETIUM FINANCE, INC.,
as Guarantor

By: Robert A. Robinson
Name: Robert A. Robinson
Title: VP CFO

PRETIUM INTERMEDIATE HOLDING, LLC,
as Guarantor

By: Robert A. Robinson
Name: Robert A. Robinson
Title: VP

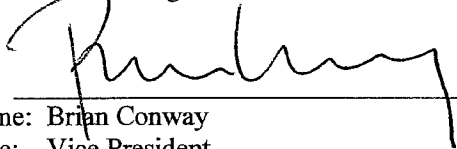
MONT ROYAL, L.L.C.,
as Guarantor

By: Robert A. Robinson
Name: Robert A. Robinson
Title: Secretary

MR GRANTOR TRUST,
as Guarantor

By: Robert A. Robinson
Name: Robert A. Robinson
Title: Secretary

PNC BANK, NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Brian Conway
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No. ...	Registration Date
HEAT ZONE	78264161	6/18/2003	3288573	9/4/2007
ECONOLIGHT	77126965	3/9/2007	3505940	9/23/2008
PRETIUM PACKAGING	75331366	7/28/1997	2385951	9/12/2000