

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.		07/31/2003	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA

Name:	American International Speciality Lines Insurance Company
Street Address:	175 Water Street, 26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	COMPANY: ALASKA

Name:	Birmingham Fire Insurance Company
Street Address:	175 Water Street, 26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	COMPANY: PENNSYLVANIA

Name:	New Hampshire Insurance Company
Street Address:	175 Water Street, 26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 4

Property Type	Number
Registration Number:	2022718
Registration Number:	2385951

CH \$115.00 2022718

Serial Number:	78264161
Serial Number:	78264160

CORRESPONDENCE DATA

Fax Number: (303)894-9239
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-830-1776
Email: smiller@pattonboggs.com
Correspondent Name: Amy J. Boatner
Address Line 1: 1660 Lincoln Street, Suite 1900
Address Line 4: Denver, COLORADO 80264

ATTORNEY DOCKET NUMBER:	20950.103
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NAME OF SUBMITTER:	Sarah Miller
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Total Attachments: 3
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Pretium Packaging, L.L.C. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor and certain affiliates have entered into a Security Agreement, dated July 31, 2003 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of American International Specialty Lines Insurance Company, Birmingham Fire Insurance Company of Pennsylvania and New Hampshire Insurance Company (collectively and together with their respective successors and assigns, the "Assignee");


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 31, 2003.

PRETIUM PACKAGING, L.L.C.

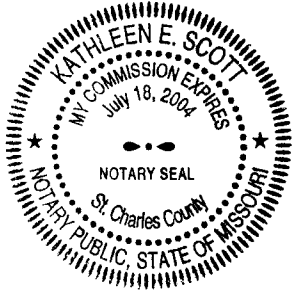
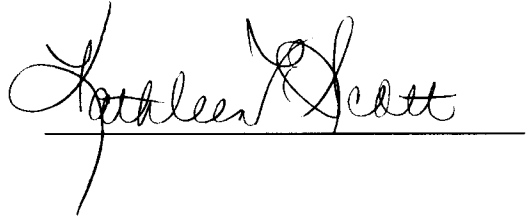
By: 
Name: Keith S. Harbison
Title: President

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TRADEMARK
REEL: 002700 FRAME: 0577

STATE OF Missouri ss.:
COUNTY OF St. Louis

On this 31st day of July, 2003, before me personally came Keith S. Harbison, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Pretium Packaging, L.L.C., a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Pretium Packaging, L.L.C., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



SCHEDULE A TO ASSIGNMENT FOR SECURITY
Pretium Packaging, L.L.C.

<u>Trademarks</u>	<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
	Pretium Packaging, L.L.C., as assignee of Harbison Corporation	USA	TC and Design	2022718		12/17/1996	
	Pretium Packaging, L.L.C., as assignee of Harbison Corporation	USA	Pretium Packaging	2385951		9/12/2000	
	Pretium Packaging, L.L.C.	USA	HEAT ZONE	S/N 78/264,161	06/18/2003	Pending	
	Pretium Packaging, L.L.C.	USA	HOT ZONE	S/N 78/264,160	06/18/2003	Pending	