

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
Packaging Plus LLC		10/05/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	55 S. Lake Avenue		
Internal Address:	Suite 900		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	National Association (Bank): UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2316674	GEO SPRING	
Registration Number:	3387584	PACKAGING PLUS	
Registration Number:	3387583	PACKAGING PLUS CLEARLY VISIBLE SOLUTIONS	
Registration Number:	2151860	U-PAD	
Registration Number:	1956893	XEROSTAT	
CORRESPONDENCE DATA			
Fax Number:	(202)846-8102		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 846-8000		
Email:	jschwartz@dl.com		
Correspondent Name:	Jeff E. Schwartz		
Address Line 1:	1101 New York Avenue, NW		
Address Line 2:	Dewey & LeBoeuf LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$140.00 2316674

ATTORNEY DOCKET NUMBER:	778586.000009
NAME OF SUBMITTER:	Jeff E. Schwartz
Signature:	/Jeff E. Schwartz, Reg. No. 39,019/
Date:	10/07/2009
Total Attachments: 5 source=NY2-2039162v1-Trademark Security Agreement (Execution Copy)#page1.tif source=NY2-2039162v1-Trademark Security Agreement (Execution Copy)#page2.tif source=NY2-2039162v1-Trademark Security Agreement (Execution Copy)#page3.tif source=NY2-2039162v1-Trademark Security Agreement (Execution Copy)#page4.tif source=NY2-2039162v1-Trademark Security Agreement (Execution Copy)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2009, is made by PACKAGING PLUS, LLC, a California limited liability company ("Grantor"), in favor of Bank of America, N.A., a national banking association, in its capacity as lender (together with its successors, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Grantor, as borrower, and Lender, the Lender is willing to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing security interest in and lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), (subject and subordinated in accordance with the terms of the Loan Agreement and Intercreditor Agreement (as defined below) to the liens securing the Equipment Term Debt):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a "Trademark");

(b) all licenses of the foregoing, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(e) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks; and

(f) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to

TRADEMARK

the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Anything herein to the contrary notwithstanding, the liens and security interests created hereby, and certain of the rights hereunder are subject to the provisions of the Intercreditor Agreement dated as of October 5, 2009, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Bank of America, N.A., as Revolving Lender, and Cyan Partners, LP, as Term Loan Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall govern and control.

4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, if consistent with good business judgment, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral, that is material to the conduct of its business, and is subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. At the end of each fiscal quarter, Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

PACKAGING PLUS, LLC.,
a California limited liability company, as Grantor

By: Berkley Industries, LLC, its Manager

By: _____


Name: George E. Cohen

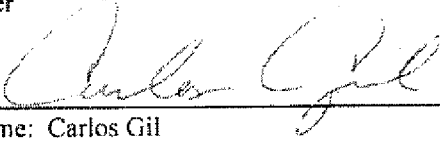
Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004074 FRAME: 0709

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Lender

By: 
Name: Carlos Gil
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004074 FRAME: 0710

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Ser. No.	Filing Date	Reg. No	Reg. Date	Status
GEO SPRING	75/649337	3/1/1999	2316674	2/8/2000	Registered
PACKAGING PLUS & DESIGN	77/055046	12/1/2006	3387584	2/26/2008	Registered
PACKAGING PLUS CLEARLY VISIBLE SOLUTIONS & DESIGN	77/055012	12/1/2006	3387583	2/26/2008	Registered
U-PAD	75/170742	9/24/1996	2151860	4/21/1998	Registered
XEROSTAT	74/802558	5/7/1992	1956893	2/13/1996	Registered