

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
Portola Packaging, Inc.	04/11/2008

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201

PROPERTY NUMBERS Total: 37	
Property Type	Number
Patent Number:	6981602
Patent Number:	7007816
Patent Number:	6702161
Patent Number:	6889858
Patent Number:	D530603
Patent Number:	D530612
Patent Number:	D529804
Patent Number:	D530205
Patent Number:	D531505
Patent Number:	7261226
Patent Number:	7281636
Patent Number:	7337921
Patent Number:	D547184
Patent Number:	D556036
Patent Number:	D549098

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Patent Number:	D545677
Application Number:	11379101
Application Number:	10901759
Application Number:	29279268
Application Number:	29279271
Application Number:	60916942
Application Number:	29279879
Application Number:	11929160
Application Number:	11929009
Application Number:	60986069
Application Number:	61021185
Application Number:	61021933
Application Number:	12027627
Application Number:	11535197
Application Number:	11561016
Application Number:	11539933
Application Number:	11610217
Application Number:	10854925
Application Number:	11250249
Application Number:	11259177
Application Number:	11326845
Application Number:	10589096

CORRESPONDENCE DATA

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NAME OF SUBMITTER: Magdalini Rizakos

Total Attachments: 5
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PATENT

REEL: 020783 FRAME: 0631

PATENT SECURITY AGREEMENT

WHEREAS, Portola Packaging, Inc., a Delaware corporation ("Grantor"), owns the Patents and applications for Patents listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, General Electric Capital Corporation ("Agent"), as Agent, Issuing Lender and a Lender, and other financial institutions from time to time, are parties to a Fourth Amended and Restated Credit Agreement dated January 16, 2004 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Agent, and certain other financial institutions that may from time to time become parties thereto as Lenders (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of September 19, 2003 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:


(1) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of and symbolized by, each such Patent; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent, or (b) injury to the goodwill associated with any Patent.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the 11th day of April, 2008.

PORTOLA PACKAGING, INC.

By: 
Name: Brian Bauerbach
Title: President

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 020783 FRAME: 0633

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the 11th day of April, 2008.

PORTOLA PACKAGING, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Maura Fitzgerald
Name: _____
Title: Duly Authorized Signatory

Maura Fitzgerald
Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
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Schedule 1
to Patent
Security Agreement

Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
Granted	10/266,091	10/04/02	6,981,602	01/03/06	Tamper Evident Bottle Cap
Granted	10/306,766	11/25/02	7,007,816	03/07/06	Cap with Angled Upper Skirt
Granted	10/313,575	12/06/02	6,702,161	03/09/04	Closure Having Rotatable Spout and Axially Movable Stem
Granted	10/348,043	01/17/03	6,889,858	05/10/05	Multiple Label Container
Granted	29/205,207	05/11/04	D530,603	10/24/06	Container Closure Having a Pull Tab
Granted	29/240,008	10/04/05	D530,612	10/24/06	Container Closure
Granted	29/241,128	10/21/05	D529,804	10/10/06	Container Closure
Granted	29/241,127	10/21/05	D530,205	10/17/06	Container Closure (Castle 1)
Granted	29/241,126	10/21/05	D531,505	11/17/06	Container Closure (Crown)
Granted	10/775,829	02/09/04	7,261,226	08/28/07	Closing Having Rotatable Spout and Axially Movable Stem
Granted	10/742,416	12/19/03	7,281,636	10/16/07	Bottle Cap Having Tear Tab and Sealing Bead
Granted	10/525,143	02/16/05	7,337,921	03/04/08	Twist Open Closure Having Inclined Frangible Membrane
Granted	29/244,027	12/01/05	D547,184	07/24/07	Flip-Top Container Closure
Granted	29/249,535	10/11/06	D556,036	11/27/07	Container Closure Having Pull Tabs
Granted	29/279,402	04/30/07	D549,098	08/21/07	Container Closure Having a Pull Tab
Granted	29/251,420	01/05/06	D545,677	07/03/07	Closures for Containers
Pending	11/379,101	04/18/06			Tapered Thread Structure
Pending	10/901,759	07/28/04			Tamper-Evident Closure and Method of Making Same
Pending	29/279,268	04/25/07			Tear Band Closure for a Container
Pending	29/279,271	04/25/07			Tear Band Closure for a Container
Pending	60/916,942	05/09/07			Dispensing Closure with Hinged Lid
Pending	29/279,879	05/09/07			Dispensing Closure with Hinged Lid
Pending	11/929,160	10/30/07			Design and Manufacturing of Removable Membrane Sealing Components for Consumer Packaging
Pending	11/929,009	10/30/07			Design and Manufacturing of Removable Membrane Sealing Components for Consumer Packaging
Pending	60/986,069	11/07/07			Wet Aseptic Closure with Dust Cover
Pending	61/021,185	01/15/08			Dispensing Closure With Hinged Lid

Pending	61/021,933	01/18/08			Container With Safety Feature in Combination with a Container
Pending	12/027,627	02/07/08			Twist Open Closure Having Inclined Frangible Membrane
Published	11/535,197	09/26/06			Closure Having Inverted Frangible Valve
Published	11/561,016	11/17/06			Scallop Cap Closures
Published	11/539,933	10/10/06			Closure Having a Valve With an Arcuate Frangible Line (Euro-Valve Cap)
Published	11/610,217	12/13/06			Design and Manufacturing of Removable Membrane Sealing Components for Consumer Packaging
Published	10/854,925	05/26/04			Method of Joining Separate Components and Container Closure System Formed by the Same
Published	11/250,249	10/11/05			Tamper Evident Bottle Cap
Published	11/259,177	10/24/05			Closure Having Expanded Peripheral Surface
Published	11/326,845	01/06/06			Tamper Evidencing Container and Closure Structures
Published	10/589,096	08/09/06			Composite Lined Closure

PATENT

RECORDED: 04/11/2008

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