

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Portola Packaging, Inc.	04/14/2008

RECEIVING PARTY DATA

Name:	Wayzata Investment Partners LLC
Street Address:	701 East Lake Street
Internal Address:	Suite 300
City:	Wayzata
State/Country:	MINNESOTA
Postal Code:	55391

PROPERTY NUMBERS Total: 97

Property Type	Number
Patent Number:	5810184
Patent Number:	5957312
Patent Number:	6766916
Patent Number:	5630520
Patent Number:	5601669
Patent Number:	5699924
Patent Number:	5711441
Patent Number:	5913437
Patent Number:	6523551
Patent Number:	6082567
Patent Number:	6484896
Patent Number:	6681947
Patent Number:	6439412
Patent Number:	6571994

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Patent Number:	6981602
Patent Number:	6499616
Patent Number:	6568563
Patent Number:	6231491
Patent Number:	5839627
Patent Number:	6241111
Patent Number:	6187399
Patent Number:	6321761
Patent Number:	D450582
Patent Number:	6129228
Patent Number:	RE37025
Patent Number:	RE39340
Patent Number:	6086523
Patent Number:	6536616
Patent Number:	6464096
Patent Number:	6527133
Patent Number:	5915574
Patent Number:	6009889
Patent Number:	6237790
Patent Number:	6177041
Patent Number:	6102226
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:	5370270
Patent Number:	5664694
Patent Number:	4911316
Patent Number:	5232125
Patent Number:	5174465
Patent Number:	5104008

Patent Number:	5687866
Patent Number:	D359685
Patent Number:	D358769
Patent Number:	4496066
Patent Number:	5690243
Patent Number:	RE37243
Patent Number:	5975320
Patent Number:	6003699
Patent Number:	5964362
Patent Number:	5975321
Patent Number:	5653832
Patent Number:	5213224
Patent Number:	6112923
Patent Number:	6173853
Patent Number:	5755348
Patent Number:	5593055
Patent Number:	5456376
Patent Number:	5267661
Patent Number:	7261226
Patent Number:	7281636
Patent Number:	7337921
Patent Number:	D547184
Patent Number:	D556036
Patent Number:	4815617
Patent Number:	D549098
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:	09977151
Application Number:	10854925
Application Number:	11250249
Application Number:	11259177
Application Number:	11326845
Application Number:	10589096

CORRESPONDENCE DATA

Fax Number: (612)340-8856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: ip.docket@dorsey.com
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Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	11,567
NAME OF SUBMITTER:	Stuart R. Hemphill

Total Attachments: 10
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This Patent Security Agreement and the security interest granted hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (the "Intercreditor Agreement") dated concurrently herewith by and between Wayzata Investment Partners LLC, as agent to the Lenders described below, and General Electric Capital Corporation, as agent (in such capacity, the "First Lien Holder") to the financial institutions party to the Fourth Amended and Restated Credit Agreement dated as of January 16, 2004 by and among Portola Packaging, Inc., the financial institutions from time to time party thereto and the First Lien Holder, as amended; and Wayzata Investments Partners LLC, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement.

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, Wayzata Investment Partners LLC ("Agent"), Agent and a Lender, and other financial institutions from time to time, are parties to a Credit Agreement dated as of April 14, 2008 (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 Security Agreement dated as of April 14, 2008 (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, but subject at all times until the First Lien Termination Date to the rights of the First Lien Holder under the Intercreditor Agreement, 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.

Upon termination of the Intercreditor Agreement, references herein to the Intercreditor Agreement shall be of no further force or effect.

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of April 14, 2008.

PORTOLA PACKAGING, INC.

By: 
Chief Financial Officer

Acknowledged:

WAYZATA INVESTMENT PARTNERS LLC, as Agent

By: _____
Title: _____

Signature to Patent Security Agreement (Portola Packaging, Inc.)

PATENT
REEL: 020963 FRAME: 0737

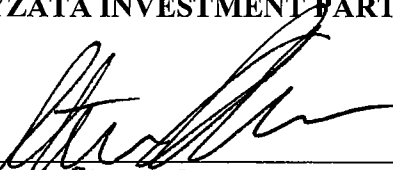
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of April 14, 2008.

PORTOLA PACKAGING, INC.

By: _____
Chief Financial Officer

Acknowledged:

WAYZATA INVESTMENT PARTNERS LLC, as Agent

By: 
Title: Steven M. Adams
Authorized Signatory

Signature to Patent Security Agreement (Portola Packaging, Inc.)

PATENT
REEL: 020963 FRAME: 0738

Schedule 1

to Patent

Security Agreement

Case Number	Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
0005178.1001	Granted	08/808,682	02/28/97	5,810,184	09/22/98	Fitment Having Removable Membrane
0005178.1002	Granted	09/055,089	04/03/98	5,957,312	09/28/99	Fitment Having Removable Membrane
0005178.1003	Granted	09/955,844	09/18/01	6,766,916	07/27/04	Tamper Evidencing Closure
0005178.1004	Granted	08/329,210	10/26/94	5,630,520	05/20/97	Tabs for Container Closures and Container Neck
0005178.1005	Granted	08/317,561	10/04/94	5,601,669	02/11/97	Apparatus and Method for Attaching Fitments to Cartons
0005178.1007	Granted	08/638,033	04/26/96	5,699,924	12/23/97	Attachment of Tamper-Evidencing Band to Closure Skirt
0005178.1008	Granted	697,953	09/04/96	5,711,441	01/27/98	One-Piece Fitment Having Reclosure Cap
0005178.1009	Granted	08/904,878	08/01/97	5,913,437	06/22/99	Tamper Evident Bottle Cap
0005178.1010	Granted	10/039,840	10/23/01	6,523,551	02/25/03	Apparatus and Method for Holding Down Bottles in a High Pressure Wash
0005178.1011	Granted	08/956,633	10/23/97	6,082,567	07/04/00	Cap Skirt with Single Bead and Container Neck Structure
0005178.1012	Granted	09/900,505	07/05/01	6,484,896	11/26/02	Tamper Evidencing Closure
0005178.1013	Granted	09/893,181	06/01/01	6,681,947	01/27/04	Bottle Cap Having Tear Tab and Sealing Bead
0005178.1014	Granted	09/746,882	12/22/00	6,439,412	08/27/02	Snap-On, Scre-Off Cap and Container Neck
0005178.1015	Granted	10/017,187	12/12/01	6,571,994	06/03/03	Closure Having Rotatable Spout and Axially Movable Stem
0005178.1016	Granted	10/266,091	10/04/02	6,981,602	01/03/06	Tamper Evident Bottle Cap
0005178.1017	Granted	09/903,682	07/10/01	6,499,616	12/31/02	Cap with Angled Upper Skirt
0005178.1018	Granted	09/930,024	08/14/01	6,568,563	05/27/03	Closure Having Well with Removable

Case Number	Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
0005178.1020	Granted	09/518,115	03/03/00	6,231,491	05/15/01	Membrane Method for Transporting Fitment
0005178.1021	Granted	807,102	02/03/07	5,839,627	11/24/98	Container Having Improved Reclosable Four Spout Mounted Thereon and Process Therefor
0005178.1022	Granted	09/365,432	08/02/99	6,241,111	06/05/01	Container Neck Finish and Method and Apparatus for Forming Same and Cap for Use Thereon
0005178.1023	Granted	09/363,991	07/29/99	6,187,399	02/13/01	Blow Molded Container Structure, Cap Therefore and Method of Forming Said Neck
0005178.1025	Granted	09/447,841	11/23/99	6,321,761	11/27/01	Apparatus for Holding Down Bottles in a High Pressure Wash
0005178.1026	Granted	29/130,936	10/10/00	D450,582	11/20/01	One-Piece Dairy Closure
0005178.1027	Granted	09/361,333	07/26/99	6,129,228	10/10/00	Apparatus and Method for Transporting Fitment and Fitment Therefor
0005178.1028	Granted		07/16/99	RE37,025	06/23/01	Apparatus and Method for Attaching Fitments to Cartons
0005178.1029	Granted	09/375,164	08/16/99	RE39,340	10/16/06	Spill-Reduction Cap for Fluid Container
0005178.1030	Granted	09/286,266	04/05/99	6,086,523	07/11/00	Method for Transporting Fitment
0005178.1031	Granted	09/844,103	04/27/01	6,536,616	03/25/03	Container Neck Finish and Method and Apparatus for Forming Same and Cap for Use Thereon
0005178.1032	Granted	09/844,139	04/27/01	6,464,096	10/15/02	Fitment Having Removable Membrane
0005178.1034	Granted	09/706,302	11/03/00	6,527,133	03/04/03	Multiple Label Liquid Container
0005178.1036	Granted	09/121,761	07/23/98	5,915,574	06/29/99	Fitment Having Removable Membrane
0005178.1037	Granted	09/222,252	12/28/98	6,009,889	01/04/00	Method of Holding Down Bottles in a High Pressure Wash
0005178.1038	Granted	09/198,436	11/24/98	6,237,790	05/29/01	Cap having De-Ovalization Bead on Skirt
0005178.1039	Granted	09/172,721	10/13/98	6,177,041	01/23/01	Method for Forming Cap with Tear Line
0005178.1041	Granted	09/184,207	11/02/98	6,102,226	08/15/00	Tear Tab for Bottle Cap

Case Number	Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
0005178.1042	Granted	10/306,766	11/25/02	7,007,816	03/07/06	Cap with Angled Upper Skirt
0005178.1043	Granted	10/313,575	12/06/02	6,702,161	03/09/04	Closure Having Rotatable Spout and Axially Movable Stem
0005178.1044	Granted	10/348,043	01/17/03	6,889,858	05/10/05	Multiple Label Container
0005178.1045	Granted	29/205,207	05/11/04	D530,603	10/24/06	Container Closure Having a Pull Tab
0005178.1046	Granted	29/240,008	10/04/05	D530,612	10/24/06	Container Closure
0005178.1047	Granted	29/241,128	10/21/05	D529,804	10/10/06	Container Closure
0005178.1048	Granted	29/241,127	10/21/05	D530,205	10/17/06	Container Closure (Castle 1)
0005178.1049	Granted	29/241,126	10/21/05	D531,505	11/17/06	Container Closure (Crown)
0005178.1117	Granted	08/079,070	06/16/93	5,370,270	12/06/94	Non-Spill Bottle Cap Used with Water Dispensers
0005178.1118	Granted	08/664,101	06/11/96	5,664,694	09/09/97	Foil Lined Snap-on, Screw-Off Closure and Container Neck
0005178.1121	Granted	344,616	04/27/89	4,911,316	03/27/90	Plastic Bottle Cap Sealing Plural Neck Profiles
0005178.1122	Granted	772,949	10/08/91	5,232,125	08/03/93	Non-Spill Bottle Cap Used with Water Dispensers
0005178.1123	Granted	07/780,774	10/22/91	5,174,465	12/29/92	One-Piece Fitment and Cap with Tamper-Evident Band
0005178.1135	Granted	07/621,006	12/03/90	5,104,008	04/14/92	Resealable Bottle Cap with Push-Pull Closure
0005178.1136	Granted	08/672,688	06/28/96	5,687,866	11/18/97	Snap-on, Screw-Off Cap and Container Neck
0005178.1137	Granted	07/784,060	10/28/91	D359,685	06/27/95	Container Closure
0005178.1138	Granted	883,716	05/15/92	D358,769	05/30/95	Container Closure
0005178.1139	Granted	90/003,230	10/27/93	B14,496,066	01/29/85	Neck Finish for Plastic Containers
0005178.1141	Granted	654,553	05/22/96	5,690,243	11/25/97	Snap on Twist Off Tamper Indicating Flexible Cap and Neck Configuration
0005178.1148	Granted	08/621,207	03/22/96	RE37,243	01/02/96	Neck Finish for a Container & Matching Registering Multiple Thread Pattern in a

Case Number	Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
						Flexible Cap for Engagement on Said Neck Finish
0005178.1149	Granted	08/853,669	05/09/97	5,975,320	11/02/99	Tamper-Evident Closures and Container Neck Therefor
0005178.1150	Granted	08/894,189	07/29/97	6,003,699	12/21/99	Container Neck Finish and Method and Apparatus for Forming Same and Cap for Use Thereon
0005178.1151	Granted	08/847,928	04/28/97	5,964,362	10/12/99	Blow Molded Container Structure, Cap Therefor and Method of Forming Said Neck
0005178.1152	Granted	09/071,625	05/01/98	5,975,321	11/02/99	Snap-On, Screw-Off Cap with Tamper-Evidencing Skirt and Container Neck
0005178.1153	Granted	435,140	05/05/95	5,653,832	08/05/97	Applicator for Filaments
0005178.1154	Granted	07/772,945	10/08/91	5,213,224	05/25/93	Snap-on, Screw-Off Cap and Container Neck
0005178.1156	Granted	09/323,571	06/01/99	6,112,923	09/05/00	Tamper Evident Bottle Cap
0005178.1157	Granted	09/356,063	07/19/99	6,173,853	01/16/01	Snap-On, Screw-Off Cap and Container Neck
0005178.1162	Granted	08/781,453	01/10/97	5,755,348	05/26/98	Snap-On, Screw-Off Cap and Container Neck
0005178.1163	Granted	08/213,864	03/16/94	5,593,055	01/14/97	Snap-On, Screw-Off Cap with Tamper-Evident Skirt and Container Neck
0005178.1164	Granted	08/029/177	03/10/93	5,456,376	10/10/95	Snap-On, Screw Off Cap and Container Neck
0005178.1165	Granted	07/830,133	01/31/92	5,267,661	12/07/93	Snap-On, Screw Off Cap and Container Neck
0005178.2001	Granted	10/775,829	02/09/04	7,261,226	08/28/07	Closing Having Rotatable Spout and Axially Movable Stem
0005178.2005	Granted	10/742,416	12/19/03	7,281,636	10/16/07	Bottle Cap Having Tear Tab and Sealing Bead
0005178.2011	Granted	10/525,143	02/16/05	7,337,921	03/04/08	Twist Open Closure Having Inclined

Case Number	Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
						Frangible Membrane
0005178.2014	Granted	29/244,027	12/01/05	D547,184	07/24/07	Flip-Top Container Closure
0005178.2020	Granted	29/249,535	10/11/06	D556,036	11/27/07	Container Closure Having Pull Tabs
0005178.2089	Granted	193,050	05/12/88	4,815,617	03/28/89	Tamper-Evident Container Cap Having Sealed Disc Retention Means
0005178.2113	Granted	29/279,402	04/30/07	D549,098	08/21/07	Container Closure Having a Pull Tab
0005178.2121	Granted	29/251,420	01/05/06	D545,677	07/03/07	Closures for Containers
0005178.0005	Pending	11/379,101	04/18/06			Tapered Thread Structure
0005178.2009	Pending	10/901,759	07/28/04			Tamper-Evident Closure and Method of Making Same
0005178.2117	Pending	29/279,268	04/25/07			Tear Band Closure for a Container
0005178.2119	Pending	29/279,271	04/25/07			Tear Band Closure for a Container
0005178.2123	Pending	60/916,942	05/09/07			Dispensing Closure with Hinged Lid
0005178.2124	Pending	29/279,879	05/09/07			Dispensing Closure with Hinged Lid
0005178.2135	Pending	11/929,160	10/30/07			Design and Manufacturing of Removable Membrane Sealing Components for Consumer Packaging
						Design and Manufacturing of Removable Membrane Sealing Components for Consumer Packaging
0005178.2136	Pending	11/929,009	10/30/07			Wet Aseptic Closure with Dust Cover
0005178.2137	Pending	60/986,069	11/07/07			Dispensing Closure With Hinged Lid
0005178.2138	Pending	61/021,185	01/15/08			Container With Safety Feature in Combination with a Container
0005178.2139	Pending	61/021,933	01/18/08			Twist Open Closure Having Inclined Frangible Membrane
0005178.2143	Pending	12/027,627	02/07/08			Closure Having Inverted Frangible Valve
0005178.0010	Published	11/535,197	09/26/06			Scalloped Cap Closures
0005178.0011	Published	11/561,016	11/17/06			Closure Having a Valve With an Arcuate Frangible Line (Euro-Valve Cap)
0005178.0012	Published	11/539,933	10/10/06			Design and Manufacturing of Removable
0005178.0014	Published	11/610,217	12/13/06			

Case Number	Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
0005178.2000	Published	09/977,151	10/12/01			Membrane Sealing Components for Consumer Packaging
0005178.2008	Published	10/854,925	05/26/04			Closure Including Cap and Fitment Having Gripping Member
0005178.2012	Published	11/250,249	10/11/05			Method of Joining Separate Components and Container Closure System Formed by the Same
0005178.2013	Published	11/259,177	10/24/05			Tamper Evident Bottle Cap
0005178.2017	Published	11/326,845	01/06/06			Closure Having Expanded Peripheral Surface
0005178.2019	Published	10/589,096	08/09/06			Tamper Evidencing Container and Closure Structures
						Composite Lined Closure