

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stolle Machinery Company, LLC		09/29/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1267709	CMC
Registration Number:	1267708	CMP
Registration Number:	2977312	COOLPACK
Registration Number:	2971817	COOLPUNCH
Registration Number:	1180855	D
Registration Number:	1199316	DIDDE
Registration Number:	2196250	DIDDE COLORTECH
Registration Number:	1640240	ENDLEVEL II
Registration Number:	1966703	FORMATEC
Registration Number:	1453932	ME-CA-2000
Registration Number:	2702397	OPTIMÉ
Registration Number:	1054972	REDICON
Registration Number:	1064153	REDICON

OP \$440.00 1267709

Registration Number:	0912948	STANDUN
Registration Number:	3086779	STRETCH MACHINE
Serial Number:	76540735	TURBOFLOW ROLLERS
Serial Number:	78825586	STOLLE

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0652 (2ND LIEN)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	10/31/2006

Total Attachments: 9

source=TM Second Lien - Stolle#page1.tif
source=TM Second Lien - Stolle#page2.tif
source=TM Second Lien - Stolle#page3.tif
source=TM Second Lien - Stolle#page4.tif
source=TM Second Lien - Stolle#page5.tif
source=TM Second Lien - Stolle#page6.tif
source=TM Second Lien - Stolle#page7.tif
source=TM Second Lien - Stolle#page8.tif
source=TM Second Lien - Stolle#page9.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of September 29, 2006 is entered into by **Stolle Machinery Company, LLC**, a Delaware limited liability company (the "Company"), and together with any Additional Grantors, the "Grantors") in favor of **Goldman Sachs Credit Partners L.P.** ("GSCP"), as second lien collateral agent for the Secured Parties (together with its permitted successors and assigns in such capacity, the "Second Lien Collateral Agent").

WHEREAS, LJ Can Holdings, Inc., a Delaware corporation, the Lenders party thereto from time to time, GSCP as Second Lien Administrative Agent and Second Lien Collateral Agent, and certain other parties as named therein, have entered into that certain Second Lien Credit Agreement, dated as of September 29, 2006 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Company, GSCP, and certain other parties named therein, have entered into that certain Assumption Agreement dated as of the date hereof (as it may be amended, supplemented or otherwise modified from time to time the "Assumption Agreement") pursuant to which Company has assumed all rights and obligations of LJ Can Holdings, Inc. under the Credit Agreement;

WHEREAS, it is a condition under the Credit Agreement and the Assumption Agreement that the Grantors shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of September 29, 2006, in favor of the Second Lien Collateral Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Pledge and Security Agreement")

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Second Lien Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

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 Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located:

(a) all (i) United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers, designs and general intangibles of a like nature owned by such Grantor, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to in Schedule A

hereto (as such schedule may be amended or supplemented from time to time), (ii) extensions or renewals of any of the foregoing, (iii) goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, (v) Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) rights corresponding thereto throughout the world.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Pledge and 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 Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement pursuant to which the Second Lien Collateral Agent may modify this Agreement, after obtaining the applicable Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and each Grantor and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.


(c) 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

STOLLE MACHINERY COMPANY, LLC

By: AIP/SMC Holdings, Inc., its Managing
Member

By: 

Name:

Title:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as the First Lien Collateral Agent

By: 

Name:

Title:

[FIRST LIEN TRADEMARK SECURITY AGREEMENT]

STOLLE - TRADEMARK REPORT

LAW MANAGER - TRADEMARK LIST REPORT

=====

Sort By Trademark

Our Ref.	Client Code	Client Ref.	Trademark Applicant Country	Serial No. Reg. No.	Filing Date Reg. Date	Renewed	Term
291448-00285			CMC UNITED STATES	1,267,709	**/**/**** 02/21/1984	02/21/2014	10
291448-00286			CMP UNITED STATES	1,267,708	**/**/**** 02/21/1984	02/21/2014	10
291448-00287			COOLPACK UNITED STATES	76/504,933 2,977,312	04/07/2003 07/26/2005	07/26/2015	10
291448-00288			COOLPUNCH UNITED STATES	76/504,932 2,971,817	04/07/2003 07/19/2005	07/19/2015	10
291448-00078			D (Stylized) STOLLE MACHINERY INC. UNITED STATES	73/269,960 1,180,855	07/14/1980 12/08/1981	12/08/2011	10
291448-00079			DIDDE STOLLE MACHINERY INC. UNITED STATES	73/262,162 1,199,316	05/15/1980 06/29/1982	06/29/2012	10
291448-00080			DIDDE COLORECTECH STOLLE MACHINERY INC. UNITED STATES	75/110,130 2,196,250	05/28/1996 10/13/1998	10/13/2008	10
291448-00063			ENDLEVEL II STOLLE MACHINERY, INC. UNITED STATES	74/062,693 1,640,240	05/29/1990 04/09/1991	04/09/2011	10

TRADEMARK

Our Ref.	Trademark Applicant Country	Serial No. Reg. No.	Filing Date Reg. Date	Renewed	Term
291448-00289 CAN ENDS DAYTON	FORMATEC UNITED STATES	1,966,703	**/**/**** 04/09/1996	04/09/2016	10
291448-00062 02-3875 CAN ENDS CANTON	ME-CA-2000 STOLLE MACHINERY, INC. UNITED STATES	73/618,023 1,453,932	08/28/1986 08/25/1987	08/25/2007	
291448-00062 KR 02-3875 CAN ENDS CANTON	ME-CA-2000 STOLLE MACHINERY KOREA	87-3209 157,345	02/19/1987 07/22/1998	07/22/2008	
291448-00064 02-3880 CAN ENDS CANTON	OPTIME STOLLE MACHINERY, INC. UNITED STATES	76/416,321 2,702,397	06/03/2002 04/01/2003	04/01/2013	10
291448-00063 AU 02 3873 CAN ENDS - CANTON	REDICON STOLLE MACHINERY AUSTRALIA	A428,544 A428,544	06/19/1985 06/19/1992	06/19/2016	
291448-00063 CN 02 3873 - CAN ENDS CANTON	REDICON STOLLE MACHINERY CHINA	30,707 254,230	08/23/1985 06/30/1996	06/30/2016	
291448-00063 CTM 02 3873 - CAN ENDS CANTON	REDICON STOLLE MACHINERY EPO Community Trademark	004597662	08/09/2005 **/**/****	**/**/****	
291448-00063 DE 02 3873 - CAN ENDS CANTON	REDICON STOLLE MACHINERY GERMANY	R43,231/7 1,088,587	06/18/2005 06/30/2005	06/30/2015	

Our Ref.	Client Code	Client Ref.	Trademark Applicant Country	Serial No. Reg. No.	Filing Date Reg. Date	Renewed	Term
291448-00063	GB		REDICON STOLLE MACHINERY UNITED KINGDOM	1,244,372 1,244,372	06/19/1985 06/19/1992	06/19/2016	
291448-00063	GB1		REDICON	1,273,309	10/01/1986	10/01/2007	
02 3873	CAN ENDS CANTON		STOLLE MACHINERY UNITED KINGDOM	1,273,309	10/01/1993		
291448-00063	IT		REDICON STOLLE MACHINERY ITALY	RM95C003426 715,122	07/17/1995 06/18/1997	07/17/2015	
291448-00063	JP		REDICON STOLLE MACHINERY JAPAN	64,419/85 2,061,386	06/24/1985 07/22/1998	07/22/2008	
291448-00063	KR		REDICON	20-2002-16097	04/09/2002	05/16/2013	
02 3873	- CAN ENDS CANTON		STOLLE MACHINERY SOUTH KOREA	548,193	05/16/2003		
291448-00063	KR1		REDICON	41-2002-23807	11/22/2002	03/31/2014	
02 3873	- CAN ENDS CANTON		STOLLE MACHINERY SOUTH KOREA	99,112	03/31/2004		
291448-00063	SA		REDICON	2392	09/30/1985	11/03/2014	
02 3873	CAN ENDS CANTON		STOLLE MACHINERY SAUDI ARABIA	146/61	06/13/1995		
291448-00063	TH		REDICON	598902	08/03/2005	**/**/****	
02 3873	- CAN ENDS CANTON		STOLLE MACHINERY THAILAND	**/**/****	**/**/****		
291448-00063	TW		REDICON	76/020,780	04/02/1987	02/16/2008	
02 3873	- CAN ENDS CANTON		STOLLE MACHINERY Taiwan	391,890	02/16/1998		

Our Ref.	Client Code	Trademark Applicant Country	Serial No. Reg. No.	Filing Date Reg. Date	Renewed	Term
48	000	USA	73/082,579	04/02/1976	12/28/2006	
29383	CAN3	USA	1,054,972	12/28/1976		
027	6	USA	73/082,481	04/02/1976	04/19/2007	
148	00	USA	1,064,153	04/19/1977		
29383	CAN3	USA	85,4432	06/21/1985	06/21/2015	
027	6	USA	85,4432	06/21/1995		
140	00	USA	1138443	**/**/****	**/**/****	
48	00	USA	2075801	08/29/1988	08/29/2008	
29	00	USA	912,948	06/08/1971	06/08/2011	
2144	00	USA	A285768	03/13/1975	03/13/2016	10
2144	00	USA	1044500	04/03/1975	04/03/2016	
2144	00	USA	1344114	08/25/1978	08/25/2008	

Our Ref. Client Code	Trademark Application	Serial No. Reg. No.	Filing Date Reg. Date	Renewed	Term
4 E 00RA TE 1 4 004P 29 L 8 ST O L COR N E 00RA I 4 00RA T E 1 48 004P C 29 L COR N ST E 7RAT 2 4 8 00 AN 4 D004P E 29 L 8 COR ST O 5 C AN 4 D 002 29 B IES 5 C O E 9 2 4 E 9 CAN 4 D002 2 B IES 6 2 4 O 9 4 002 1 B I S O 4 4 0 3	SHINERY COMPANY, LLC S M gh U MOL S le sa TE S tol T IT S T LE OL CH H A C IN MA NE S T E I S O L H CH TA S R A S U N C MA NE T AN S R TH I A E D CH J R E CH J TAC MA NE T N TH I S E RO R H P O W ATE LE C U R T L S T T E S I F U N O I E	78/825,586 5237201 5237197 76/543,902 3,086,779 04-001534 4808992 3821684 3821684 76/540,735	02/28/2006 03/24/2006 03/24/2006 08/29/2003 04/25/2006 01/09/2004 10/08/2004 12/01/2003 01/07/2006 08/14/2003	**/**/**** **/**/**** **/**/**** 04/25/2016 10/08/2014 01/06/2016 **/**/****	

TRADEMARK