

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP Paribas		08/30/2011	Societe Anonyme: FRANCE

RECEIVING PARTY DATA

Name:	Saxco International, LLC
Street Address:	200 Gibraltar Road
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2129256	ANDANTE
Registration Number:	3896327	BOTTLE MAKER
Registration Number:	2541536	CODA
Registration Number:	1605079	DG DEMPTOS GLASS CORPORATION
Registration Number:	2143021	LARGO
Registration Number:	3162952	MENUET
Registration Number:	2122024	SYMPHONY

CORRESPONDENCE DATA

Fax Number: (917)777-5107
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 735-3982
 Email: Faith.Robinson@skadden.com
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
 Address Line 1: Four Times Square
 Address Line 2: Attn: Alvaro Arce, Esq.

CH \$190.00 2129256

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 055660/106

NAME OF SUBMITTER: Alvaro Arce

Signature: /alvaro arce/

Date: 09/06/2011

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of this 30th day of August, 2011, by BNP PARIBAS, located at 100 Crescent Court, Suite 500, Dallas, Texas 75201, as Administrative Agent for the Lenders ("Assignor"), in favor of SAXCO INTERNATIONAL, LLC, a Delaware limited liability company, located at 200 Gibraltar Road, Horsham, Pennsylvania 19044 ("Assignee"). Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Grant of Trademark Security Interest (as defined below).

WHEREAS, Assignee entered into a Credit Agreement, dated as of December 22, 2010 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions from time to time party thereto as lenders (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders") and Assignor, as Administrative Agent for the Lenders, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company;

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 22, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement") among Assignee, Assignor and the other grantors named therein, Assignee created in favor of Assignor a security interest in, and Assignor became a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

WHEREAS, to evidence further the security interest granted by Assignee to Assignor pursuant to the Security Agreement, Assignor and Assignee entered into that Certain Grant of Trademark Security Interest, dated December 22, 2010 (the "Grant of Trademark Security Interest"), recorded with the United States Patent and Trademark Office on December 28, 2010, at Reel 004441/Frame 0635, pursuant to which Assignee granted to Assignor a security interest in all of Assignee's right, title and interest in and to the following (including all rights acquired pursuant to a license or otherwise), in each case whether then or thereafter existing or in which Assignee then had or thereafter acquired an interest and wherever the same may have been located (the "Trademark Collateral"):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Assignee, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in

foreign countries (collectively, the "Trademark Rights"), and all goodwill of Assignee's business symbolized by the Trademarks, Trademark Registrations and Trademark Rights and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance, if any (whether or not Assignor is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of this Release, the term "proceeds" includes whatever is receivable or received when any of the foregoing or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything to the contrary contained in clauses (i) and (ii) above, the security interest created by the Grant of Trademark Security Interest did not extend to intent-to-use Trademark applications unless and until evidence of the use of such Trademark in interstate commerce was submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a); and

WHEREAS, the Assignor and Assignee desire that Assignor terminate, release and discharge its security interest in all of Assignee's right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges its security interest in all of Assignee's right, title and interest in and to the Trademark Collateral, including but not limited to the Trademarks and Trademark Registrations listed on Schedule A annexed hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademark Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) file this Release with the United States Patent and Trademark Office or (ii) otherwise file this Release in the applicable governmental office or agency.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

ASSIGNOR:

BNP PARIBAS, as Administrative Agent for the Lenders

By: 
Name: **Sean Davenport**
Title: **Managing Director**

By: 
Name: **Matthew Wyatt**
Title: **Director**

**SCHEDULE A TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)
United States	ANDANTE	2,129,256	1/13/1998
United States	BOTTLE MAKER	3,896,327 (77-912,171)	12/28/2010 (1/14/2010)
United States	CODA	2,541,536	2/19/2002
United States	DG DEMPTOS GLASS COMPANY LLC and Design	1,605,079	7/3/1990
United States	LARGO	2,143,021	3/10/1998
United States	MENUET	3,162,952	10/24/2006
United States	SYMPHONY	2,122,024	12/16/1997