

02-01-2002

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101967819

To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Silgan Plastics Corporation

11/15/02

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: _____

Street Address: One Bankers Trust Plaza, 130 Liberty Street

City: New York State: New York ZIP: 10006

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Collateral Agent

Execution Date: July 29, 1997

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Trademark Registration No.(s)\

1606425

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Francis L. McGrath, Legal Assistant
 Internal Address: White & Case LLP

6. Total number of applications and registration involved 1

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

 (23-1705 in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Francis L. McGrath
 Name of Person Signing

Francis L. McGrath 11.15.2002
 Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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1/4/2002 3:55 PM (2K)
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**TRADEMARK
REEL: 002434 FRAME: 0974**

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SILGAN PLASTICS CORPORATION, a Delaware corporation ("the Assignor") with principal offices at 14515 N. Outer Forty, Chesterfield, MO 63017, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 29, 1997 (as amended from time to time, the "Security Agreement"). Upon termination of the Security Agreement pursuant to Section 10.8 thereof, the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

0000GB95.W51

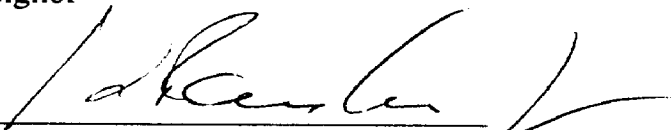
**TRADEMARK
REEL: 002434 FRAME: 0975**

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

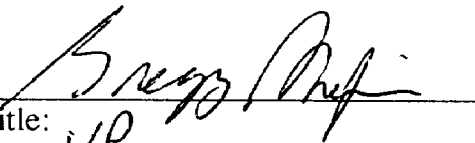
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IN WITNESS WHEREOF, the undersigned have executed this Agreement
as of the 29th day of July, 1997.

SILGAN PLASTICS CORPORATION,
Assignor

By 
Title: *Vice President*

BANKERS TRUST COMPANY, as Collateral
Agent, Assignee

By 
Title: *VP*

0000GB95.W51

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of July, 1997, before me personally came Harley
Rankin, Jr. who, being by me duly sworn, did state as follows: that [s]he is
Vice President of SILGAN PLASTICS CORPORATION, that [s]he is authorized to
execute the foregoing Assignment on behalf of said corporation and that [s]he did so by
authority of the Board of Directors of said corporation.

Hanna H. Kim
Notary Public

HANNA H. KIM
Notary Public, State of New York
No. 01K14992758
Qualified in New York County
Commission Expires March 2, 1998

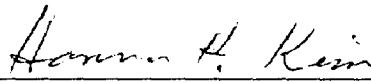
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TRADEMARK
REEL: 002434 FRAME: 0978

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of July, 1999, before me personally came _____

Gregory Shetrin who, being by me duly sworn, did state as follows: that [s]he is Vice President of BANKERS TRUST COMPANY, that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public
HANNA H. KIM
Notary Public, State of New York
No. 01K14992758
Qualified in New York County
Commission Expires March 2, 1998

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TRADEMARK
REEL: 002434 FRAME: 0979

See Attached

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SILGAN PLASTICS CORPORATION

07/23/97 16:24:55

TRADEMARK PROPERTY REPORT
EXCLUDING AGAN, NOT FILED, CANC, TRANS, EXP, LAPS

ALPHA	CLIENT #	MATTER #	SUBMATTER #	TITLE	STATUS	SERIAL #	FILE DATE	REGISTRATION #	REGISTRATION DATE	RENEWAL DATE
SILG	30504	104	US0	INNOPAK *	FORCE	73/787,654	03/20/89	1,606,425	07/17/90	07/17/00

*** END OF REPORT ***

* This trademark may no longer be in use