TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United States Can Company		10/04/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Collateral Agent
Street Address:	101 North Tryon Street
Internal Address:	15th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number
Registration Number:	784209

CORRESPONDENCE DATA

Fax Number: (919)286-8199
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (919) 286-8122
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 2200 W. Main Street
Address Line 2: Suite 800
Address Line 4: Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	017625/001741
NAME OF SUBMITTER:	Steven D. Thomas

OP $40.00 784209

Total Attachments: 3
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NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Please be advised that pursuant to the Security Agreement dated as of October 4, 2000 (the "Security Agreement") by and among the Obligors party thereto (each a "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Lenders:

TRADEMARKS

Trademark Registration No.	Description of Trademark Item	Date of Trademark
784209	SOUTHERN (Stylized)	2/2/65

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The Obligors and the Collateral Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark.

Very truly yours,

UNITED STATES CAN COMPANY

By: Pat M Cosgrove
Name: Patricia M. Cosgrove
Title: Ass't General Counsel & Ass't Secretary

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent

By:_____
Name:_____
Title:_____

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The Obligors and the Collateral Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark.

Very truly yours,

UNITED STATES CAN COMPANY

By:_____
Name:_____
Title:_____

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Liliana Claar
Name: LILIANA CLAAR
Title: Vice President

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