

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/01/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amcor White Cap, Inc.		06/01/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Silgan Holdings Inc.
Street Address:	4 Landmark Square, Suite 400
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	0660531	VAPOR VACUUM
Registration Number:	2018090	BAND-GUARD
Registration Number:	2320058	WHITE CAP
Registration Number:	2320059	WHITE CAP
Registration Number:	2325124	WHITE CAP
Registration Number:	2691515	PLASTI-VISION

**CORRESPONDENCE DATA**

Fax Number: (212)541-4630  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-541-2000  
 Email: nyuspto@bryancave.com  
 Correspondent Name: Todd Braverman of Bryan Cave LLP  
 Address Line 1: 1290 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10104

CH \$165.00 0660531

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	0195234/AMCORASSIGNMENT
NAME OF SUBMITTER:	Todd Braverman
Signature:	/Todd Braverman/
Date:	06/27/2006
Total Attachments: 6 source=amcorassignus#page1.tif source=amcorassignus#page2.tif source=amcorassignus#page3.tif source=amcorassignus#page4.tif source=amcorassignus#page5.tif source=amcorassignus#page6.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made as of the 1<sup>st</sup> day of June, 2006

BETWEEN

**Amcor White Cap, Inc.**, a company organized under the laws of Delaware, whose registered address is 1140 W. 31st Street, Downers Grove, ILLINOIS 60515 (the "**Assignor**")

and

**Silgan Holdings Inc.** a company organized under the laws of Delaware, whose registered address is 4 Landmark Square, Suite 400, Stamford, CT 06901 (the "**Assignee**")

(The Assignor and the Assignee collectively called the "**Parties**").

**WHEREAS** the Assignor is an indirect subsidiary of Amcor Limited ("**Amcor**");

**WHEREAS** the Assignor is owner of the trademarks set forth in **Schedule 1** annexed hereto, including any trademark registrations and/or applications and any rights in those trademarks at common law, (collectively, the "**Trademarks**"); and

**WHEREAS** in connection with a Purchase Agreement between Amcor Limited and Assignee dated February 22, 2006 (the "**Purchase Agreement**"), it was agreed that certain intellectual property assets currently owned by the Assignor be assigned to the Assignee;

**WHEREAS** the Assignor wishes to confirm the transfer and assignment of all rights, title and interest in the Trademarks to the Assignee who accepts such transfer, the whole pursuant to the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

### **ASSIGNMENT:**

1. Subject to the terms and conditions contained herein and in the Purchase Agreement:
  - 1.1 for good and valuable consideration set forth in the Purchase Agreement, the Assignor hereby assigns to the Assignee, with full title guarantee:

- 1.1.1 all its right, title and interest in the Trademarks, including any trademark applications or registrations therefore and any rights in the Trademarks acquired at common law, including all rights, powers, liberties and immunities belonging thereto or accrued therefrom;
  - 1.1.2 any copyright in the Trademarks including in any logos, images or devices incorporated in the Trademarks
- 1.2 the assignment of the Trademarks includes the right for the Assignee to bring proceedings against any third party in respect of any of the Trademarks (including, but not limited to, proceedings for infringement, for passing off, or for otherwise infringing any other of the rights accrued to the Assignor, whether or not any of such third party activities or actions occur before or after the date of this Agreement) and to claim damages in respect thereof in the name of the Assignee or its nominee;
- 1.3 the Assignor agrees and undertakes to provide, at the request and the cost of the Assignee, such assistance as may be reasonably required with any proceedings brought by or against the Assignee against or by any third party in relation to any of the Trademarks.

## **2. UNDERTAKING**

- 2.1 The Assignor hereby undertakes with the Assignee that, where requested and reasonably necessary, it shall execute, sign and do all such instruments, applications, documents, acts and things (the "**Instruments**") as may be reasonably required by the Assignee to enable the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned. The Assignor's reasonable legal costs in executing such Instruments shall be reimbursed in full by the Assignee. The Assignee shall also be responsible for payment of any official governmental, national or international fees as may be relevant or required (including any stamp duty which may be owed and local attorney fees if incurred by either Party) in order for ownership or title in the Trademarks to be transferred to the Assignee.

## **3. POWER OF ATTORNEY**

- 3.1 The Assignor hereby irrevocably appoints the Assignee or its nominee as its attorney for the purpose of recording the Assignee as the owner of the Trademarks;
- 3.2 The attorney may exercise its powers under this agreement in the name of the Assignor or in the name of the attorney and as the act of the Assignor.
- 3.3 The Attorney may at any time appoint or remove any substitute or delegate subattorney.

#### 4. GENERAL PROVISIONS

- 4.1 If any provision of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 4.2 To the extent that any conflict arises directly between the Purchase Agreement and this Assignment Agreement, the terms of the Purchase Agreement shall take precedence over and above this Agreement.
- 4.3 The parties hereby agree that this Agreement shall be governed and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof) as to all matters including but not limited to, matters of validity, construction, effect, performance and remedies.
- 4.4 This Agreement may be signed in counterparts and each counterpart shall constitute an original document and such counterparts taken together shall constitute one and the same instrument.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by duly authorised officers of the Parties hereto as of the date first written above.

**Ancor White Cap Inc.**

**Silgan Holdings Inc.**

by James M. McElyea  
Name: JAMES M. McEYEA  
Title: VICE PRESIDENT

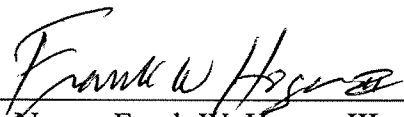
by \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by duly authorised officers of the Parties hereto as of the date first written above.

**Amcor White Cap Inc.**

by \_\_\_\_\_  
Name:  
Title:

**Silgan Holdings Inc.**

by  \_\_\_\_\_  
Name: Frank W. Hogan, III  
Title: Senior Vice President and  
General Counsel

## Schedule 1

AMCOR WHITE CAP, INC. - US MARKS TO BE ASSIGNED TO SILGAN HOLDINGS, INC.

Reg. No. 2,018,090 - BAND-GUARD  
Reg. No. 2,320,099 - WHITE CAP  
Reg. No. 2,320,098 - WHITE CAP  
Reg. No. 2,325,124 - WHITE CAP and Design  
Reg. No. 2,691,515 - PLASTI-VISION  
Reg. No. 660,531 - VAPOR VACUUM