# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VULCAN CONTAINERS (STEEL PAILS & METAL DECORATING) Ltd.		01/30/2007	CORPORATION: CANADA

### **RECEIVING PARTY DATA**

Name:	VULCAN CONTAINERS ULC
Street Address:	900-1959 Upper Water Street
City:	Halifax, Nova Scotia
State/Country:	CANADA
Postal Code:	B3J2X2
Entity Type:	Nova Scotia unlimited liability company:

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	72373379	VULCAN
Serial Number:	73522172	VULCAN

### **CORRESPONDENCE DATA**

Fax Number: (414)277-0656

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

Phone: 414-271-6560

Email: mkeipdocket@michaelbest.com

Correspondent Name: Lori S. Meddings

Address Line 1: 100 East Wisconsin Avenue

Address Line 2: Suite 3300

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 022575-9020 US00

DOMESTIC REPRESENTATIVE

TRADEMARK REEL: 003695 FRAME: 0239 P \$65.00 72373379

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Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Jaime L. Puls
Signature:	/jaime I. puls/
Date:	01/14/2008
Total Attachments: 5 source=A2411549#page1.tif source=A2411549#page2.tif source=A2411549#page3.tif source=A2411549#page4.tif source=A2411549#page5.tif	

TRADE-MARK ASSIGNMENT

THIS TRADE-MARK ASSIGNMENT (the "Assignment") is made and entered

into as of January 30, 2007 (the "Effective Date") by and between Vulcan Containers (Steel Pails

& Metal Decorating) Ltd. having its principal place of business at 15 Bethridge Road, Rexdale,

Ontario, M9W 1M6 ("Assignor") and Vulcan Containers ULC, with its principal office at 900-

1959 Upper Water Street, Halifax, Nova Scotia, B3J 2X2 ("Assignee").

The Assignor wishes to assign to Assignee, and Assignee wishes to acquire from

Assignor all rights at common law and all rights under statute in and to the trade-marks listed in

Schedule "A", together with the goodwill of the business associated therewith (collectively the

"Marks").

NOW THEREFORE for good and valuable consideration in the amount of

CAD\$1.00, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby

sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the

Marks, including, without limitation, any registrations and applications therefor, any renewals

and extensions of the registrations, and all other corresponding rights that are or may be secured

under the laws of the respective countries, now or hereafter in effect, for Assignee's own use and

enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal

representatives, as fully and entirely as the same would have been held and enjoyed by Assignor

if this Assignment had not been made, together with all income, royalties or payments due or

payable as of the Effective Date or thereafter, including, without limitation, all claims for

damages by reason of past, present or future infringement or other unauthorized use of the

Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and

for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Registrar of Trade-marks in Canada and the United

States Patent and Trademark Office in the United States to record Assignee as the assignee and

owner of the Marks.

Assignor, on behalf of itself, its successors, assigns and legal representatives,

hereby covenants and agrees, without further consideration, to do all such lawful acts and things

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(including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to obtain any and all registrations for the Trade-marks and to vest the same in the Assignee, its successors, assigns or legal representatives.

# IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment

to be executed by their duly authorized representatives as of the Effective Date.

VULCAN CONTAINERS (STEEL PAILS & METAL DECORATING)	VUI	LCAN CONTAINERS ULC	
by Atru & Buil-	by:		
Name: D'Arty P BIRS Title: CEO	-	Name: Title:	

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

VULCAN CONTAINERS (STEEL PAILS & METAL DECORATING) LTD.	VULCAN CONTAINERS ULC
by: Name: Title:	Name: Kevin C. Kern Title: VP + Treasurer

## SCHEDULE "A"

## TRADEMARK REGISTRATIONS

### **CANADA**

<u>Trademark</u>	Application No.	Registration Date
Vulcan Design	0526877	1985-06-14
VULCAN & Design	0289895	1966-03-25

### **UNITED STATES**

<u>Trademark</u>	Application No.	Registration Date
VULCAN	72/373,379	1971-06-15
VULCAN Design	73/522,172	1988-01-19

TRADEMARK REEL: 003695 FRAME: 0245

**RECORDED: 01/14/2008**