

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silgan Containers Corporation		12/16/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silgan Containers LLC
Street Address:	21800 Oxnard Street, Suite 600
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	76149938	DOT TOP
Serial Number:	74264293	POLYSTAR
Serial Number:	77286156	QUICK PEEL
Serial Number:	78218518	QUICK TOP
Serial Number:	77525119	SCULPTURED METAL

CORRESPONDENCE DATA

Fax Number: (414)297-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4142975723
 Email: mckenna@foley.com, ptomailmilwaukee@foley.com
 Correspondent Name: Richard J. McKenna - Foley & Lardner LLP
 Address Line 1: 777 East Wisconsin Avenue
 Address Line 4: Milwaukee, WISCONSIN 53202-5723

OP \$140.00 76149938

ATTORNEY DOCKET NUMBER:	016249-0193
NAME OF SUBMITTER:	Richard J. McKenna
Signature:	/R.J. McKenna/
Date:	06/26/2009
Total Attachments: 6 source=Merger#page1.tif source=Merger#page2.tif source=Merger#page3.tif source=Merger#page4.tif source=Merger#page5.tif source=Merger#page6.tif	

CERTIFICATE OF MERGER

of

SILGAN CONTAINERS CORPORATION

into

SILGAN CONTAINERS LLC

Pursuant to the General Corporation Law
and the Limited Liability Company Act
of the State of Delaware

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, Silgan Containers LLC, a limited liability company formed under the laws of the State of Delaware, desiring to merge with Silgan Containers Corporation, a corporation formed under the laws of the State of Delaware, DOES HEREBY CERTIFY as follows:

FIRST: The name of the surviving limited liability company is Silgan Containers LLC, and the name of the corporation being merged into the surviving limited liability company is Silgan Containers Corporation.

SECOND: An Agreement and Plan of Merger (the "Merger Agreement") setting forth, among other things, the terms and conditions of the merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation.

THIRD: The name of the surviving limited liability company is Silgan Containers LLC.

FOURTH: A copy of the Merger Agreement is on file at the principal place of business of the surviving limited liability company at 21800 Oxnard Street, Woodland Hills, California 91367.

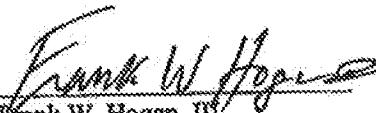
FIFTH: A copy of the Merger Agreement will be furnished by the surviving limited liability company, on request and without cost, to any member of any constituent limited liability company or any stockholder of any constituent corporation.

SIXTH: The merger shall be effective at 11:00 p.m. Eastern Standard Time on December 31, 2008.

IN WITNESS WHEREOF, said Silgan Containers LLC has caused this Certificate to be executed by an authorized officer on this 16th day of December, 2008.

SILGAN CONTAINERS LLC

By:


Frank W. Hogan, III
Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 16, 2008 by and among Silgan Containers Corporation, a Delaware corporation ("SCC"), and Silgan Containers LLC, a Delaware limited liability company (the "Company"; the Company and SCC are collectively referred to herein as the "Constituent Corporations").

RECITALS:

WHEREAS, the Constituent Corporations desire that SCC merge with and into the Company (the "Merger"), with the Company surviving upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Delaware.

NOW, THEREFORE, in consideration of the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Merger. At the Effective Time (as defined in Section 2 hereof), upon the terms and subject to the conditions set forth in this Agreement and pursuant to the provisions of the Delaware General Corporation Law (the "DGCL") and the Delaware Limited Liability Company Act (the "DLLCA"), SCC shall be merged with and into the Company. At the Effective Time, the separate existence of SCC shall cease in accordance with the provisions of the DGCL and DLLCA, and the Company shall continue as the surviving entity in the Merger in accordance with the provisions of the DLLCA. The Company shall continue its existence under the DLLCA unaffected and unimpaired by the Merger. The Merger shall have the effects set forth in Section 18-209 of the DLLCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the properties, rights, privileges, powers and franchises of SCC shall vest in the Company, and all debts, liabilities and duties of SCC shall become the debts, liabilities and duties of the Company, as provided under the DLLCA.

2. Effectiveness. A Certificate of Merger and such other documents and instruments required by, and complying in all respects with, the DLLCA shall be delivered to the appropriate officials in the State of Delaware for filing. The Merger shall become effective at 11:00 p.m. Eastern Standard Time on December 31, 2008 (the "Effective Time").

3. Certificate of Formation. The Certificate of Formation of the Company as in effect immediately before the Effective Time shall be the Certificate of Formation of the surviving entity until thereafter changed or amended as provided by the DLLCA.

4. Limited Liability Company Agreement. The Limited Liability Company Agreement of the Company in effect immediately before the Effective Time shall be the Limited Liability Company Agreement of the surviving entity until thereafter changed or amended as provided therein or by the DLLCA.

5. Managers and Officers. At the Effective Time, the managers and officers of the Company in office immediately preceding the Effective Time shall continue to be the managers and officers of the surviving entity.

6. Stock of SCC and Membership Interests of the Company. At the Effective Time, each share of capital stock of SCC that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to be outstanding, shall be cancelled and retired without any payment or any consideration therefore and shall cease to exist. The membership interests of the Company shall remain unaffected by the Merger.

7. Further Action. Each party hereto shall, subject to the fulfillment at or before the Effective Time of each of the conditions of performance set forth herein or the waiver thereof, perform such further acts and execute such documents as may reasonably be required to effect the Merger.

8. Assignment; Binding Effect; Benefit. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9. Entire Agreement. This Agreement and any documents delivered by the parties hereto in connection herewith constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by the parties hereto.

10. Amendment. This Agreement may be amended by the parties hereto, by action taken by their respective authorized person, persons or governing bodies, at any time before the Effective Time. No provision of this Agreement may be waived or amended except by an instrument in writing signed, in the case of an amendment, by all the parties hereto, or, in the case of a waiver, by the party against whom enforcement of such waiver is sought. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law principles thereof.

12. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

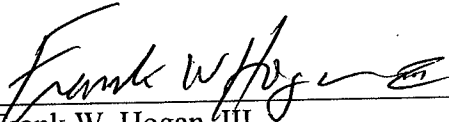
13. Headings. Headings of the Articles and Sections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

14. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

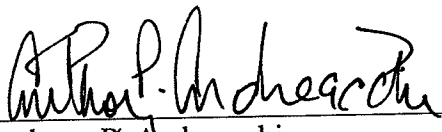
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

SILGAN CONTAINERS LLC

By: 
Frank W. Hogan, III
Vice President

SILGAN CONTAINERS CORPORATION

By: 
Anthony P. Andreacchi
Vice President