

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank (Chicago)		08/20/2009	Banking Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Central Can Company, Inc.		
Street Address:	3200 S. Kilbourn Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60623-4829		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1223111	CCC	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Matthew Heintz		
Address Line 1:	Debevoise & Plimpton LLP, 919 Third Ave.		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	22262-1010		
NAME OF SUBMITTER:	Matthew Heintz		
Signature:	/Matthew Heintz/		
Date:	08/21/2009		

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Total Attachments: 5

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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE is made as of August 20, 2009, by Fifth Third Bank (Chicago), a Michigan banking corporation, having a principal place of business at 233 South Wacker Drive, Suite 400, Chicago, Illinois 60606 (the "Lender") to Central Can Company, Inc., a Delaware Corporation (the "Grantor") with principal offices at 3200 S. Kilbourn Avenue, Chicago, Illinois 60623-4829 (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of July 26, 2002, between the Lender and the Grantor (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Lender in certain Pledged Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 2, 2002, at Reel 2553, Frame 0876; and

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean all of the Grantor's right, title and interest in and to all of the Grantor's United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection

therewith, and damages and payments for past or future infringements thereof) and (c) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

2. Release of Security Interest: The Lender hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Lender in such Pledged Trademarks shall hereby cease and become void.

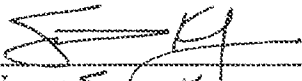
3. Further Assurances: The Lender shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FIFTH THIRD BANK (CHICAGO),
as Lender

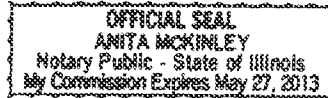
By: 
Name: Scott Kubice
Title: ASSISTANT Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks]

ACKNOWLEDGMENT

STATE OF ILLINOIS)
 :SS:
COUNTY OF COOK)

On August 20, 2009, 2009 before me, the undersigned, personally appeared
SCOTT KILGORE, Assistant Vice President
personally known to me or proved to me on the basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and
that by his/her/their signature(s) on the instrument, the individual(s), or the person upon
behalf of which the individual(s) acted, executed the instrument.



(signature and office of individual taking
acknowledgment)

[Acknowledgment to Termination and Release of Security Interest in Trademarks]

SCHEDULE I

Trademark Registrations

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CCC & Design	1,223,111	January 11, 1983