

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
Ball Plastic Container Corp.		10/23/2009	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	BWAY Corporation		
Street Address:	4101 Lake Boone Trail, Suite 201		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27607		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1713532	PLASTITE	
Registration Number:	2990629	ULTIMITE	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	34231-662 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
Signature:	/Renee M. Prescan/		

900164733

TRADEMARK
 REEL: 004225 FRAME: 0542

CH \$65.00 1713532

Date:

06/15/2010

Total Attachments: 6

source=BWAY_Ball Plastic TM Assignment#page1.tif

source=BWAY_Ball Plastic TM Assignment#page2.tif

source=BWAY_Ball Plastic TM Assignment#page3.tif

source=BWAY_Ball Plastic TM Assignment#page4.tif

source=BWAY_Ball Plastic TM Assignment#page5.tif

source=BWAY_Ball Plastic TM Assignment#page6.tif

TRADEMARK

REEL: 004225 FRAME: 0543

FORM OF ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "**Trademark Assignment**") is entered into as of October 23, 2009 (the "**Closing Date**") by and between Ball Plastic Container Corp., a Colorado corporation (the "**Assignor**"), and BWAY Corporation, a Delaware corporation (the "**Assignee**"). This Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated as of September 25, 2009, between the Assignor and the Assignee (the "**Purchase Agreement**"). All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Purchase Agreement.

FOR GOOD AND VALUABLE CONSIDERATION as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of 12:01 a.m., Eastern time, on the Closing Date, the Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and its successors and assigns, all of Assignor's right, title, and interest in and to the registered trademarks and applications to register trademarks listed on Schedule A attached hereto (the "**Assigned Marks**") (which is incorporated into and made a part of this Trademark Assignment), together with all of the goodwill of the business associated with the use thereof and symbolized thereby and all rights, interests, claims and demands recoverable at law or equity, that Assignor has or may have arising out of any past, present or future infringement, dilution, damage or injury of any of the Assigned Marks (including without limitation, the right to compromise, sue for, take over and continue any and all existing suits and collect profits and damages), the same to be held and enjoyed hereinafter by the Assignee for its own use and for the use of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

This Trademark Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including, but not limited to, the representations, warranties, covenants and indemnities set forth in the Purchase Agreement). In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

Following the Closing, Assignor shall, and shall cause its Affiliates and its Affiliates' representatives to, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Patent Assignment and render effective the consummation of the transactions contemplated herein, or otherwise to carry out the intent and purposes of this Trademark Assignment.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Trademark Assignment shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the United States in respect to trademark issues and in all other respects, including as to

validity, interpretation and effect, by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, the undersigned parties have caused this Trademark Assignment to be executed as of the Closing Date.

BALL PLASTIC CONTAINER CORP.

By: Charles E. Baker
Name: Charles E. Baker
Title: Vice President & Secretary

BWAY CORPORATION

By: _____
Name:
Title:

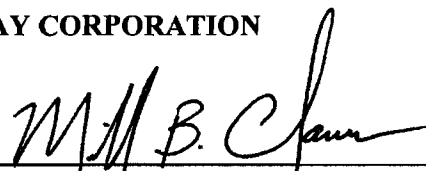
ASSIGNMENT OF TRADEMARKS

IN WITNESS WHEREOF, the undersigned parties have caused this Trademark Assignment to be executed as of the Closing Date.

BALL PLASTIC CONTAINER CORP.

By: _____
Name:
Title:

BWAY CORPORATION

By:  _____
Name: Michael B. Clauer
Title: Executive Vice President and Chief
Financial Officer

ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 004225 FRAME: 0547

TRADEMARK
REEL: 004225 FRAME: 0548

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Issue Date</u>	<u>Reg. No.</u>
PLASTITE	Canada	Jan. 27, 1993	721668	Jan. 26, 1996	TMA452944
PLASTITE	U.S.	Mar. 5, 1991	74/144595	Sept. 8, 1992	1713532
ULTIMITE	U.S.	Mar. 22, 2004	78/388635	Aug. 30, 2005	2990629