

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |   |   |                       |
|--|---|---|-----------------------|
| SUBMISSION TYPE:   | NEW ASSIGNMENT  |   |                       |
| NATURE OF CONVEYANCE:  | Security Agreement  |   |                       |
| CONVEYING PARTY DATA   |   |   |                       |
| Name   | Formerly  | Execution Date  | Entity Type           |
| Ropak Corporation  |   | 01/18/2013  | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA   |   |   |                       |
| Name:  | Deutsche Bank Trust Company Americas, as Collateral Agent |   |                       |
| Street Address:  | 60 Wall Street  |   |                       |
| City:  | New York  |   |                       |
| State/Country:   | NEW YORK  |   |                       |
| Postal Code:   | 10005   |   |                       |
| Entity Type:   | CORPORATION: DELAWARE                                     |   |                       |
| PROPERTY NUMBERS Total: 10   |   |   |                       |
| Property Type  | Number  | Word Mark   |                       |
| Registration Number:   | 3234094   | EZ GRIP   |                       |
| Registration Number:   | 3124170   | RING PULL   |                       |
| Registration Number:   | 3280403   | NXT GRAPHICS  |                       |
| Registration Number:   | 2809335   | ROPAK PACKAGING   |                       |
| Registration Number:   | 4072355   | DIAMOND WEAVE TECHNOLOGY FOR SUSTAINABLE PACKAGING · RECYCLABLE · SUSTAINABLE PACKAGING |                       |
| Registration Number:   | 2101783   | EZ STOR   |                       |
| Registration Number:   | 2065386   | EZ COVER  |                       |
| Registration Number:   | 1187664   | ROPAK   |                       |
| Registration Number:   | 1378118   | QUALITY-PAK   |                       |
| Registration Number:   | 1297584   | ROCAN   |                       |
| CORRESPONDENCE DATA  |   |   |                       |
| Fax Number:  |   |   |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> |   |   |                       |

OP \$265.00 3234094

*via US Mail.*

Email: daniel.cote@thomsonreuters.com  
Correspondent Name: James P. Murphy, Legal Assistant  
Address Line 1: 80 Pine Street  
Address Line 2: Cahill Gordon & Reindel LLP  
Address Line 4: New York, NEW YORK 10005

|                    |                                  |
|--------------------|----------------------------------|
| NAME OF SUBMITTER: | James P. Murphy, Legal Assistant |
| Signature:         | /daniel cote thomsonreuters/     |
| Date:              | 01/23/2013                       |

**Total Attachments: 5**

source=8 Term Grant of Security Interest in US Trademark (Executed)#page1.tif  
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source=8 Term Grant of Security Interest in US Trademark (Executed)#page3.tif  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Ropak Corporation

- Individual(s)
- Partnership
- Corporation- State: DE - US
- Other \_\_\_\_\_

Citizenship (see guidelines) DE - US

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 01/18/2013

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Deutsche Bank Trust Company Americas, as

Street Address: Collateral Agent, 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship US - DE
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

SEE SCHEDULE A

SEE SCHEDULE A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3345

Docket Number: \_\_\_\_\_

Email Address: jmurphy@cahill.com

**6. Total number of applications and registrations involved:**

10

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

JAMES P. MURPHY

Name of Person Signing

January 22, 2013

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ROPAK CORPORATION, a Delaware corporation (the "Grantor") with principal offices at 8607 Roberts Drive, Suite 250, Atlanta, GA 30350-2237, hereby pledges and grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), for the benefit of the Secured Creditors (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of the Grantor in, to and under (i) the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof (prior to the Termination Date) for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Mark Collateral").

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the other Grantors from time to time party thereto and the Grantee, dated as of November 5, 2012 (as amended, modified, restated and/or supplemented from time to time, including as supplemented by that certain Joinder Agreement, dated as of January 18, 2013, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

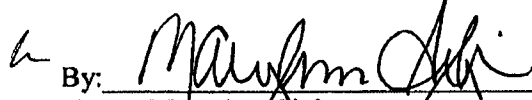
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Grant, the terms of Intercreditor Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 18th day of January, 2013.


ROPAK CORPORATION, Grantor

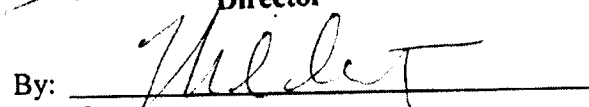
By:   
Name: Mary Ann Sigler  
Title: Vice President

Signature Page to BWAY Term Loan Trademark Agreement (Ropak entities)

TRADEMARK  
REEL: 004947 FRAME: 0361

Deutsche Bank Trust Company Americas,  
as Collateral Agent and Grantee

By:   
Name: **Erin Morrissey**  
Title: **Director**

By:   
Name: **Michael Getz**  
Title: **Vice President**

Signature Page to BWAY Term Loan Trademark Agreement (Ropak entities)

**SCHEDULE A**

| <b>Mark</b>   | <b>Serial No./ Filing Date</b> | <b>Reg. No./ Reg. Date</b> | <b>Owner</b>      |
|---|--------------------------------|----------------------------|-------------------|
| EZ GRIP   | 78045924 / 1/31/2001           | 3234094 / 4/24/2007        | Ropak Corporation |
| RING PULL   | 78099391 / 12/20/2001          | 3124170 / 8/1/2006         | Ropak Corporation |
| NXT GRAPHICS  | 78324383 / 11/6/2003           | 3280403 / 8/14/2007        | Ropak Corporation |
| ROPAK PACKAGING   | 78099386 / 12/20/2001          | 2809335 / 1/27/2004        | Ropak Corporation |
| DIAMOND WEAVE<br>TECHNOLOGY FOR<br>SUSTAINABLE<br>PACKAGING ·<br>RECYCLABLE ·<br>SUSTAINABLE<br>PACKAGING | 77802884 / 8/12/2009           | 4072355 / 12/20/2011       | Ropak Corporation |
| EZ STOR   | 74535301 / 6/9/1994            | 2101783 / 9/30/1997        | Ropak Corporation |
| EZ COVER  | 74525664 / 5/17/1994           | 2065386 / 5/27/1997        | Ropak Corporation |
| ROPAK   | 73181997 / 8/14/1978           | 1187664 / 1/26/1982        | Ropak Corporation |
| QUALITY-PAK   | 73518680 / 1/22/1985           | 1378118 / 1/14/1986        | Ropak Corporation |
| ROCAN   | 73408666 / 1/10/1983           | 1297584 / 9/25/1984        | Ropak Corporation |
| ROPAK   | n/a                            | CA-60,266 / 9/13/1979      | Ropak Corporation |