

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.203/03/2015  
900317405

ETAS ID: TM333831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sonoco Phoenix, Inc.		02/15/2015	CORPORATION: OHIO
Sonoco Products Company		02/15/2015	CORPORATION: SOUTH CAROLINA
SPC Resources, Inc.		02/15/2015	CORPORATION: DELAWARE
Sonoco Development, Inc.		02/15/2015	CORPORATION: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ball Metal Food Container, LLC		
<b>Street Address:</b>	10 LONGS PEAK DRIVE		
<b>Internal Address:</b>	P.O. BOX 5000		
<b>City:</b>	BROOMFIELD		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80021		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY : DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86427005	EFFORTLESS	
<b>Registration Number:</b>	3327252	ULTRAPEEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2127352811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	066290.102		
<b>NAME OF SUBMITTER:</b>	Monique L. Ribando		

CH \$65.00 86427005

<b>SIGNATURE:</b>	/Monique L. Ribando/
<b>DATE SIGNED:</b>	03/03/2015
<b>Total Attachments: 6</b> source=CHISR02A-#1018544-v1-Canton_-_IP_Assignment_(Execution_Version)#page1.tif source=CHISR02A-#1018544-v1-Canton_-_IP_Assignment_(Execution_Version)#page2.tif source=CHISR02A-#1018544-v1-Canton_-_IP_Assignment_(Execution_Version)#page3.tif source=CHISR02A-#1018544-v1-Canton_-_IP_Assignment_(Execution_Version)#page4.tif source=CHISR02A-#1018544-v1-Canton_-_IP_Assignment_(Execution_Version)#page5.tif source=CHISR02A-#1018544-v1-Canton_-_IP_Assignment_(Execution_Version)#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (the “**Assignment**”), effective as of February 15, 2015, is by and among **Sonoco Phoenix, Inc.**, an Ohio corporation, **Sonoco Products Company**, a South Carolina corporation (“**Sonoco Products**”), **SPC Resources, Inc.**, a Delaware corporation (“**SPC**”) and **Sonoco Development, Inc.**, a South Carolina corporation (“**Sonoco Development**” and together with Sonoco Products and SPC, “**Assignor**”), on the one hand, and **Ball Metal Food Container, LLC**, a Delaware limited liability company (“**Assignee**”), on the other hand. Assignor and Assignee are each referred to herein as a “**Party**” and collectively the “**Parties**.” All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

### WITNESSETH:

**WHEREAS**, Sonoco Products, Assignee and the other parties thereto are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all rights, title and interests in, to and under all Intellectual Property Assets, including, but not limited to, the Intellectual Property Registrations listed on Schedule A hereto (collectively, the “**Assigned IP**”), free and clear of all Encumbrances other than Permitted Encumbrances; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

**NOW, THEREFORE**, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Conveyance.** Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in, to and under the Assigned IP, including but not limited to (i) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution, unfair competition, or other violation of the Assigned IP; (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned IP; and (iii) all rights corresponding to the Assigned IP throughout the world, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives.

**2. Recordation.** Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the patents, trademarks, copyrights, or other Assigned IP (as applicable), and to issue

any and all patents, trademarks, copyrights or other Assigned IP (as applicable) to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned IP.

**3. Further Assurances.** Each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

**5. Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. No assignment shall relieve the assigning Party of any of its obligations hereunder.

**6. Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

**7. Headings.** The headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment.

**8. Amendment and Modification; Waiver.** This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**10. Governing Law; Venue; Waiver of Jury Trial.**

(a) This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) The venue for any action brought with respect to any claims arising out of or under this Assignment shall be brought exclusively in the federal and state courts in

Delaware and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS ASSIGNMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

SONOCO PHOENIX, INC.

By: [Signature]  
Name: Kevin P. Mahoney  
Title: Authorized Signator

SONOCO PRODUCTS COMPANY

By: [Signature]  
Name: Kevin P. Mahoney  
Title: Senior Vice President of Corporate Planning

SONOCO DEVELOPMENT, INC.

By: [Signature]  
Name: RITCHIE L. BOND  
Title: TREASURER

SPC RESOURCES, INC.

By: [Signature]  
Name: RITCHIE L. BOND  
Title: TREASURER

Acknowledged and Accepted:  
ASSIGNEE:

BALL METAL FOOD  
CONTAINER, LLC

By: \_\_\_\_\_  
Name: Michael W. Feldser  
Title: President

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

SONOCO PHOENIX, INC.

By: \_\_\_\_\_  
Name: Kevin P. Mahoney  
Title: Authorized Signator

SONOCO PRODUCTS COMPANY

By: \_\_\_\_\_  
Name: Kevin P. Mahoney  
Title: Senior Vice President of Corporate  
Planning

SONOCO DEVELOPMENT, INC.

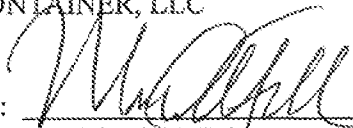
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SPC RESOURCES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:  
ASSIGNEE:

BALL METAL FOOD  
CONTAINER, LLC

By:  \_\_\_\_\_  
Name: Michael W. Feldser  
Title: President

[Signature Page to Intellectual Property Assignment]

SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT

Patents	Number	Countries	Title	Description
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	D694108	US	End for a container, can, or the like	Effortless end design
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Trademarks	Mark	Type	Countries	Description
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	Effortless	™	US	Low removal force EZO metal closure
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	Ultrapeel	®	US	Retortable membrane closure
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Domain Names
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None