

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	security interest (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLASTICAN, INC.		11/12/2012	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1254093	PLASTICAN	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	(033194-0088)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(033194-0088)		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		

OP \$40.00 1254093

Date:

11/14/2012

Total Attachments: 4

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PLASTICAN, INC., a Massachusetts corporation (the "Grantor"), with principal offices at 8607 Roberts Drive, Suite 250, Atlanta, GA 30350-2237, hereby pledges and grants to Bank of America, N.A., as Collateral Agent, with principal offices at 300 Galleria Parkway, Suite 800, Atlanta, GA 30339, (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 November 12, 2012, 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.

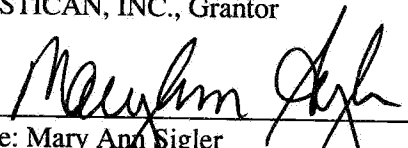
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated 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 12th day of November, 2012.

PLASTICAN, INC., Grantor

By: 
Name: Mary Ann Sigler
Title: Vice President

Bank of America, N.A.,
as Collateral Agent and Grantee

By:



Name: Nicole Cangelosi
Title: SVP

Signature Page to BWAY ABL Trademark Agreement (Plastican)

TRADEMARK
REEL: 004900 FRAME: 0224

SCHEDULE A

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
PLASTICAN	73/229199 / 8/27/1979	1254093 / 10/11/1983	Plastican, Inc.