

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	sell, assign, transfer and convey all right and interest in and to the Assigned Patents

CONVEYING PARTY DATA

Name	Execution Date
Industrial Containers Ltd.	06/17/2006

RECEIVING PARTY DATA

Name:	ICL Industrial Containers ULC
Street Address:	8607 Roberts Drive
Internal Address:	Suite 250
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30340-2230

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5816439
Patent Number:	5992710
Patent Number:	6021917
Patent Number:	D359687
Patent Number:	D352143
Patent Number:	D359903
Patent Number:	5785203
Patent Number:	6712233
Patent Number:	0789464

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-909-6000

CH \$360.00 5816439

Email: trademarks@debevoise.com
Correspondent Name: Matthew Heintz, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

13307-1003

NAME OF SUBMITTER:

Matthew Heintz, Esq.

Total Attachments: 5

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ASSIGNMENT OF U.S. PATENTS

ASSIGNMENT OF PATENTS (the "Assignment"), made as of July 17, 2006, by Industrial Containers Ltd., a Canadian corporation having a mailing address, prior to the Closing, at 100 North Queen Street, Toronto, Ontario M8Z 2E2 ("Assignor") to ICL Industrial Containers ULC (f/k/a 3146598 Nova Scotia Company), a Nova Scotia unlimited liability company having a mailing address at 8607 Roberts Drive, Suite 250, Atlanta, Georgia 30340-2230 ("Assignee"). Capitalized terms used herein without definition have the meanings set forth in the Agreement (as defined below).

WHEREAS, Assignor, Assignee, BWAY Corporation, 6045995 Canada Inc., 4095138 Canada Inc., and Arshinoff & Co. Ltd. are parties to that certain Asset Purchase Agreement, dated as of June 16, 2006 (as amended, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor is the sole and exclusive owner of certain patents and patent applications set forth on Schedule I hereto and incorporated by reference herein together with any patent disclosures and inventions (whether or not reduced to practice) (the "Assigned Patents"); and

WHEREAS, Assignee desires to purchase or acquire all right, title and interest in and to the Assigned Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer and convey to Assignee all right, title and interest in and to the Assigned Patents, including without limitation the right to make, to use, to sell and to offer for sale the inventions of the Assigned Patents, and any divisions, continuations, continuations-in-part, and renewals thereof and foreign counterparts thereof, free and clear of all Liens; all rights to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents, including, without limitation, the right to compromise, sue for and collect such profits and damages; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing Date, Assignor hereby agrees that Assignor shall, and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take

such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in the Agreement and this Assignment and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of the Agreement and this Assignment.

All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Patents and the other rights assigned above are incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to patent issues and in all other respects, including as to validity (except for patent issues), interpretation and effect, by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[Signature on the following page.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

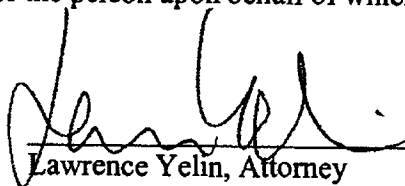
INDUSTRIAL CONTAINERS LTD.



By: Stephen Arshinoff
Title: Vice President and General Manager

ACKNOWLEDGMENT

On July 17, 2006, before me, the undersigned, personally appeared Stephen Arshinoff personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Lawrence Yelin, Attorney

SCHEDULE I

PATENTS AND PATENT APPLICATIONS

<u>Patent Title</u>	<u>Inventors</u>	<u>Patent No. / Appl. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
1. Lid with hinge for plastic pail	Stephen H. Arshinoff	6,712,233	March 13, 2001	March 30, 2004
2. Beaded crimp lid for improved container seal	Stephen H. Arshinoff	789,464	Feb. 27, 2004	Pending
3. Container with Handle	Peter J. Lovell; Ronald J. Sturk	5,816,439	May 16, 1997	Oct. 6, 1998
4. Lid with Integrally Moulded Pouring Spout	Peter J. Lovell; Stephen H. Arshinoff	5,992,710	August 25, 1997	Nov. 30, 1999
5. Pail and plastic lid comprising non-linear, flexible ribs	Peter J. Lovell; Stephen H. Arshinoff	6,021,917	March 6, 1997	Feb. 8, 2000
6. Lid	Stephen H. Arshinoff	D359,687	Sept. 22, 1993	June 27, 1995
7. Bucket	Stephen H. Arshinoff	D352,143	Sept. 22, 1993	Nov. 1, 1994
8. Tamper Resistant Container	Stephen H. Arshinoff; Ronald J. Sturk	D359,903	June 2, 1994	July 4, 1995
9. Tamper-Evident Container with Integrally Moulded Handle	Stephen H. Arshinoff; Ronald J. Sturk	5,785,203	July 7, 1995	July 28, 1998

PATENT

RECORDED: 07/19/2006

REEL: 017957 FRAME: 0261