

# PATENT ASSIGNMENT

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| SUBMISSION TYPE:   | NEW ASSIGNMENT                   |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                       |
| <b>CONVEYING PARTY DATA</b>  |                                  |
| Name   | Execution Date                   |
| Ball Plastic Container Corp.   | 10/23/2009                       |
| <b>RECEIVING PARTY DATA</b>  |                                  |
| Name:  | BWAY Corporation                 |
| Street Address:  | 4101 Lake Boone Trail, Suite 201 |
| City:  | Raleigh                          |
| State/Country:   | NORTH CAROLINA                   |
| Postal Code:   | 27607                            |
| <b>PROPERTY NUMBERS Total: 4</b>   |                                  |
| Property Type  | Number                           |
| Patent Number:   | 6491185                          |
| Patent Number:   | 6983859                          |
| Patent Number:   | 7152755                          |
| Application Number:  | 12578107                         |
| <b>CORRESPONDENCE DATA</b>   |                                  |
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| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                  |
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| ATTORNEY DOCKET NUMBER:  | 34231-662 RMP                    |
| NAME OF SUBMITTER:   | Renee M. Prescan                 |

CH \$160.00 6491185

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**PATENT**  
**REEL: 024539 FRAME: 0541**

**Total Attachments: 4**

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**FORM OF ASSIGNMENT OF PATENTS**

**THIS ASSIGNMENT OF PATENTS** (this "**Patent 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 Patent 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 set forth 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, and Assignee hereby purchases, acquires and accepts from Assignor, free and clear of all Liens, other than Permitted Liens (i) all of Assignor's right, title and interest in and to the patents and patent applications listed on **Schedule A** attached hereto (which is incorporated into and made a part of this Patent Assignment), together with any patent disclosures and inventions, whether or not reduced to practice (collectively, 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 continuations, divisions, continuations-in-part, renewals, reissues, reexaminations, extensions, or foreign equivalents thereof, (ii) 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 and (iii) all rights, interests, claims and damages recoverable at law or equity, that Assignor has or may have arising out of any past, present or future infringement, dilution, misappropriation, damage or injury of any of the Assigned Patents (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 Patent Assignment had not been made.

This Patent 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 Patent 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 Patent Assignment.

This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Patent Assignment

IN WITNESS WHEREOF, the undersigned parties have caused this Patent 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 PATENTS

**PATENT**  
**REEL: 024539 FRAME: 0544**



**SCHEDULE A**

| <b><u>Title</u></b>                      | <b><u>Jurisdiction</u></b> | <b><u>Filing Date</u></b> | <b><u>Serial No.</u></b> | <b><u>Issue Date</u></b> | <b><u>Patent No.</u></b> |
|--|----------------------------|---------------------------|--------------------------|--------------------------|--------------------------|
| Plastic Container and Closure            | US                         | 11/14/2000                | 09/712613                | 10/10/2002               | 6491185                  |
| Plastic Container and Closure            | Canada                     | 11/14/2000                | 2391604                  | 1/6/2009                 | 2391604                  |
| Plastic Container and Closure            | Mexico                     | 5/15/2002                 | 2002/004923              | 6/2/2006                 | 237460                   |
| Child Proof and Tamper Evident Container | US                         | 11/5/2002                 | 10/288059                | 1/10/2006                | 6983859                  |
| Child Proof and Tamper Evident Container | Canada                     | 11/4/2003                 | 2506981                  | 5/19/2009                | 2506981                  |
| Plastic Container with Integral Bail     | US                         | 7/1/2003                  | 10/611332                | 12/26/2006               | 7152755                  |
| Closure for Screw Top Pail               | US                         | 10/13/2009                | 12/578107                |                          |                          |