

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest- Term Loan

CONVEYING PARTY DATA

Name	Execution Date
BWAY CORPORATION	11/05/2012
NORTH AMERICA PACKAGING CORPORATION	11/05/2012

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	8056758
Patent Number:	8181819
Patent Number:	7963419
Patent Number:	7152755
Patent Number:	6983859
Patent Number:	6491185
Patent Number:	6435384
Patent Number:	5897823
Patent Number:	5536161
Patent Number:	6279774
Patent Number:	5622280
Patent Number:	8162165
Patent Number:	7617946

OP \$520.00 8056758

CORRESPONDENCE DATA

502117094

PATENT
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ATTORNEY DOCKET NUMBER:	(033194-0088)
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NAME OF SUBMITTER:	Adam Kummins
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Total Attachments: 4 source=Patents (Term)#page1.tif source=Patents (Term)#page2.tif source=Patents (Term)#page3.tif source=Patents (Term)#page4.tif
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GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BWAY CORPORATION, a Delaware corporation ("BWAY"), and NORTH AMERICA PACKAGING CORPORATION, a Delaware corporation ("NAPC" and together with BWAY, the "Grantors") with principal offices at 8607 Roberts Drive, Suite 250 Atlanta, GA 30350-2237, hereby pledge and grant 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 such Grantors in, to and under (i) the United States patents (the "Patents") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof (prior to the Termination Date) for infringement of any of the Patents or unfair competition regarding the same (collectively, the "Patent Collateral").

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantors, as such term is defined in the Security Agreement among the Grantors, 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, 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 Grantors an instrument in writing releasing the security interest in the Patent Collateral acquired under this Grant.

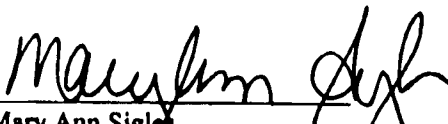
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated 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 5th day of November, 2012.

BWAY CORPORATION, Grantor
NORTH AMERICA PACKAGING CORPORATION,
Grantor

By: 
Name: Mary Ann Sigler
Title: Vice President

Deutsche Bank Trust Company Americas,
as Collateral Agent and Grantee

By: 

Name: ERIN MOELISSET
Title: DIRECTOR

By: 

Name: Scotty Lindsay
Title: Director

SCHEDULE A

Title	Applic. No./ Filing Date	Patent No./ Issue Date	Owner
Non-cylindrical container and lid	11/676530 2/20/2007	8056758 11/15/2011	BWAY Corporation
Lid and container	12/042816 3/5/2008	8181819 5/22/2012	BWAY Corporation
Lid and container	11/539892 10/10/2006	7963419 6/21/2011	BWAY Corporation
Plastic container with integral bail	10/611332 7/1/2003	7152755 12/26/2006	BWAY Corp.
Child proof and tamper evident container	10/288059 11/5/2002	6983859 1/10/2006	BWAY Corporation (successor-in-interest to Ball Plastic Conatiner Corp.)
Molded container including plug with multiple locking arms	09/712613 11/14/2000	6491185 12/10/2002	BWAY Corp.
Plastic container component and method of forming the same	08/967142 11/10/1997	6435384 8/20/2002	North America Packaging Corporation
Method of forming a plastic container component and the plastic container component formed by the method	08/666232 6/20/1996	5897823 4/27/1999	North America Packaging Corp.
Double lock pail mold	08/532862 9/22/1995	5536161 7/16/1996	North America Packaging Corp.
Cover locking mechanism	09/099980 6/19/1998	6279774 8/28/2001	North America Packaging Corp.
Method and apparatus for sealing an open head drum	08/518891 22/1997	5622280 4/22/1997	North America Packaging Corporation
Pail and closure	12/578,017	8162165 4/24/2012	BWAY Corporation
Improved transportation ring	10/850618 5/21/2004	7617946 11/17/2009	BWAY Corporation