

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	security interest (ABL)
CONVEYING PARTY DATA	
Name	Execution Date
PLASTICAN, INC.	11/12/2012
RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway, Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	6920998
Patent Number:	D484045
Patent Number:	D469352
Patent Number:	6273291
Patent Number:	D434660
Patent Number:	D430459
Patent Number:	6851569
Patent Number:	5944214
Patent Number:	6926165
Patent Number:	5873482
CORRESPONDENCE DATA	
Fax Number:	7147558290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com

OP \$400.00 6920998

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)
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NAME OF SUBMITTER:	Adam Kummins
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Total Attachments: 4 source=Patents (ABL)(2346819_1_DC)#page1.tif source=Patents (ABL)(2346819_1_DC)#page2.tif source=Patents (ABL)(2346819_1_DC)#page3.tif source=Patents (ABL)(2346819_1_DC)#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, 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 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 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 Patent Collateral acquired under this Grant.

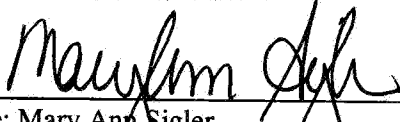
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated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

A handwritten signature in black ink, appearing to read "Nicole Cangelosi", written over a horizontal line.

Name: Nicole Cangelosi
Title: SVP

Signature Page to BWAY ABL Patent Agreement (Plastican)

PATENT
REEL: 029296 FRAME: 0068

SCHEDULE A

Title	Applic. No./ Filing Date	Patent No./ Issue Date	Owner
Container with child drowning protection	10/600971	6920998 7/26/2005	Plastican, Inc.
Container with cover	29/175675	D484045 12/23/2003	Plastican, Inc.
Plastic container and cover	29/154253	D469352 1/28/2003	Plastican, Inc.
Plastic containers for quick freezing of fruit	09/565073	6273291 8/14/2001	Plastican, Inc.
Plastic cover for container	29/113908	D434660 12/5/2000	Plastican, Inc.
Plastic pail	29/109846	D430459 9/5/2000	Plastican, Inc.
Reusable lid and container	10/127287	6851569 2/8/2005	Plastican, Inc.
Reusable lid and container	08/881188	5944214 3/31/1999	Plastican, Inc.
Tamper-evident container	10/413543	6926165 8/9/2005	Plastican, Inc.
Tamper-evident container closure	08/994536	5873482 2/23/1999	Plastican, Inc.