

02-01-2002



Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101967820

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Silgan Holdings Inc.

1/15/02

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: _____

Street Address: One Bankers Trust Plaza, 130 Liberty Street

City: New York State: New York ZIP: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: July 29, 1997

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)
1722008

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Francis L. McGrath, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: _____
 (23-1705 in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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01 FD1481 40.00 OP
 02 FD1487 75.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Francis L. McGrath *Francis L. McGrath* 1-15-2002

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SILGAN HOLDINGS INC.

| ALPHA | CLIENT # | MATTER # | SUBMATTER # | TITLE | STATUS | SERIAL # | REGISTRATION # | FILE DATE | REGISTRATION DATE | OTHER ACTION DATE | PAGE |
|-------|----------|----------|-------------|------------------------|--------|------------|----------------|-----------|-------------------|-------------------|------|
| SILC | 30501 | 101 | US0 | SILGAN | FORCE | 74/178,862 | 1,722,008 | 06/24/91 | 10/06/92 | 10/06/02 | 1 |
| SILC | 30501 | 102 | US0 | SILGAN (Stylized) | FORCE | 74/178,387 | 1,689,822 | 06/21/91 | 06/02/92 | 06/02/02 | |
| SILC | 30501 | 103 | US0 | DOUBLE TRIANGLE DESIGN | FORCE | 74/180,694 | 1,713,018 | 07/01/91 | 09/08/92 | 09/08/02 | |
| SILC | 30501 | 104 | US0 | SILGAN (Word Mark) | FORCE | 74/179,157 | 1,742,109 | 06/24/91 | 12/22/92 | 12/22/02 | |

*** END OF REPORT ***

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SILGAN HOLDINGS INC., a Delaware corporation ("the Assignor") with principal offices at 4 Landmark Square, Suite 400, Stamford, CT 06901, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to 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 for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 29, 1997 (as amended from time to time, the "Security Agreement"). Upon termination of the Security Agreement pursuant to Section 10.8 thereof, the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

0000GB09.W51

**TRADEMARK
REEL: 002434 FRAME: 0988**

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those 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 Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

0000GB09.W51

IN WITNESS WHEREOF, the undersigned have executed this Agreement

as of the 29th day of July, 1997.

SILGAN HOLDINGS INC., Assignor

By
Title: *Executive Vice President, Chief
Financial Officer and Treasurer*

BANKERS TRUST COMPANY, as Collateral
Agent, Assignee

By
Title: *VP*

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of July, 1997, before me personally came Harley

Rankin, Jr. who, being by me duly sworn, did state as follows: that [s]he is *Executive*
Vice President, Chief Financial
Officer and Treasurer of SILGAN HOLDINGS INC., that [s]he is authorized to execute the
foregoing Assignment on behalf of said corporation and that [s]he did so by authority of
the Board of Directors of said corporation.

Hanna H. Kim
Notary Public

HANNA H. KIM
Notary Public, State of New York
No. 01K14992758
Qualified in New York County
Commission Expires March 2, 1998

0000GB09.W51

TRADEMARK
REEL: 002434 FRAME: 0991

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of July, 199 , before me personally came _____

Gregory Shefrin who, being by me duly sworn, did state as follows: that [s]he is Vice President of BANKERS TRUST COMPANY, that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Hanna H. Kim
Notary Public

HANNA H. KIM
Notary Public, State of New York
No. 01K14992758
Qualified in New York County
Commission Expires March 2, 1998

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TRADEMARK
REEL: 002434 FRAME: 0992

See Attached

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