

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BWAY Corporation		06/16/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Federal Reserve Member: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2968544	ARMLOK II
Registration Number:	3762773	B
Registration Number:	2200098	BWAY
Registration Number:	2753054	MONOTOP
Registration Number:	1778648	MONOTOP
Registration Number:	1713532	PLASTITE
Registration Number:	2990629	ULTIMITE

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128198200
 Email: fcutajar@whitecase.com
 Correspondent Name: White & Case LLP
 Address Line 1: 1155 Avenue of the Americas
 Address Line 2: Patents & Trademarks

OP \$190.00 2968544

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 11040310346

NAME OF SUBMITTER: Frances B. Cutajar

Signature: /Frances B. Cutajar/

Date: 06/16/2010

Total Attachments: 5

source=DBBWAYTMGrantBWAYToDBTCA#page1.tif

source=DBBWAYTMGrantBWAYToDBTCA#page2.tif

source=DBBWAYTMGrantBWAYToDBTCA#page3.tif

source=DBBWAYTMGrantBWAYToDBTCA#page4.tif

source=DBBWAYTMGrantBWAYToDBTCA#page5.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BWAY Corporation, a Delaware corporation (the "Grantor") with principal offices at 8607 Roberts Drive, Suite 250, Atlanta, Georgia 30350-2230, hereby pledges and grants 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 U.S. Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) 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 U.S. 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 (collectively, the "Mark 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 U.S. Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of June 16, 2010 (as amended, modified, restated and/or supplemented from time to time, the "U.S. Security Agreement"). Upon the occurrence of the Termination Date (as defined in the U.S. Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

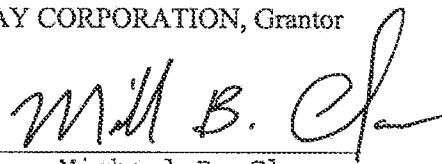
This Grant has been granted in conjunction with the security interest granted to the Grantee under the U.S. Security Agreement. The rights and remedies of the Grantee with

respect to the security interest granted herein are as set forth in the U.S. 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 U.S. Security Agreement, the provisions of the U.S. Security 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
16th day of June, 2010.

BWAY CORPORATION, Grantor

By 

Name: Michael B. Clauer

Title: Chief Financial Officer

Signature Page -- Grant of Security Interest - Trademarks

TRADEMARK
REEL: 004226 FRAME: 0019

Deutsche Bank Trust Company Americas,
as Collateral Agent and Grantee

By 
Name: _____
Title: **Erin Morrissey**
Vice President

By 
Name: _____
Title: **Carin Keegan**
Director

Schedule A

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
ARMLOK II	U.S.	78/291730 8/25/2003	2968544 7/12/2005
B AND DESIGN 	U.S.	77/790800 7/28/2009	3762773 3/23/2010
BWAY	U.S.	75/023309 11/22/1995	2200098 10/27/1998
MONOTOP	U.S.	78/142408 7/9/2002	2753054 8/19/2013
MONOTOP	U.S.	74/285666 6/17/1992	1778648 6/29/1993
PLASTITE	U.S.	74/144595 3/5/1991	1713532 9/8/1992
ULTIMITE	U.S.	78/388635 3/22/2004	2990629 8/30/2005