

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Grant of Security Interest in United States Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Central Can Company, Inc.		06/16/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank Trust Company Americas, as collateral agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Federal Reserve Member: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1223111	CCC	
Registration Number:	3088577	CEN-TITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128198200		
<b>Email:</b>	fcutajar@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patents & Trademarks		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1104031-0346		
<b>NAME OF SUBMITTER:</b>	Frances B. Cutajar		
<b>Signature:</b>	/Frances B. Cutajar/		

OP \$65.00 1223111

Date:

06/16/2010

**Total Attachments: 5**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Central Can Company, Inc., a Delaware corporation (the "Grantor") with principal offices at 3200 S. Kilbourn Avenue, Chicago, Illinois 60623-4829, 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  
16<sup>th</sup> day of June, 2010.

CENTRAL CAN COMPANY, INC., Grantor

By J M O'Connell  
Name: Jeffrey M. O'Connell  
Title: Vice President

*Signature Page -- Grant of Security Interest - Trademarks*

**TRADEMARK**  
**REEL: 004226 FRAME: 0125**

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
CCC AND DESIGN 	U.S.	73/319598 7/16/1981	1223111 1/11/1983
CEN-TITE	U.S.	78/432490 6/9/2004	3088577 5/2/2006