

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423004

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BWAY Corporation		04/03/2017	Corporation: DELAWARE
North America Packaging Corporation		04/03/2017	Corporation: DELAWARE
Ropak Corporation		04/03/2017	Corporation: DELAWARE
KLW Plastics, Inc.		04/03/2017	Corporation: OHIO

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	10161 Centurion Parkway N., 2nd Floor
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

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:	1739416	NAMPAC
Registration Number:	3825805	ECO-PAIL
Registration Number:	3234094	EZ GRIP
Registration Number:	3124170	RING PULL
Registration Number:	3280403	NXT GRAPHICS
Registration Number:	2809335	ROPAK PACKAGING
Registration Number:	4072355	DIAMOND WEAVE TECHNOLOGY FOR SUSTAINABLE
Registration Number:	2101783	EZ STOR
Registration Number:	2065386	EZ COVER
Registration Number:	1187664	ROPAK
Registration Number:	1378118	QUALITY-PAK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4579976	E-TAINER

CORRESPONDENCE DATA

Fax Number: 9494754754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	05830-00003
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	04/07/2017

Total Attachments: 6

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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, BWAY Corporation, a Delaware corporation, North America Packaging Corporation, a Delaware corporation, Ropak Corporation, a Delaware corporation, and K LW Plastics, Inc., an Ohio corporation (collectively, the “Grantors” and each a “Grantor”) with principal offices at c/o BWAY Corporation, 8607 Roberts Drive, Suite 250, Atlanta, GA 30350-2237, hereby pledges and grants to The Bank of New York Mellon Trust Company, N.A., as Collateral Agent, with principal offices at 10161 Centurion Parkway N., 2nd Floor, Jacksonville, FL 32256, (the “Grantee”), for the benefit of the Secured Parties (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 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 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 (prior to the Termination Date) 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 each Grantor, 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 April 3, 2017 (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 each 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 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 date first above written.

BWAY CORPORATION, Grantor

By: 
Name: Jeffery Sprick
Title: Chief Financial Officer and Secretary

NORTH AMERICA PACKAGING CORPORATION, Grantor

By: 
Name: Jeffery Sprick
Title: Chief Financial Officer and Secretary

ROPAK CORPORATION, Grantor

By: 
Name: Jeffery Sprick
Title: Chief Financial Officer and Secretary

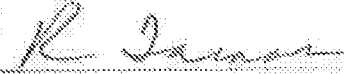
KLW PLASTICS, INC., Grantor

By: 
Name: Jeffery Sprick
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
as Collateral Agent and Grantee

By: _____





Name: R. Tarnas
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006030 FRAME: 0221

SCHEDULE A

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
ARMLOK II	78/291730 8/25/2003	2968544 7/12/2005	BWAY Corporation
B AND DESIGN 	77/790800 7/28/2009	3762773 3/23/2010	BWAY Corporation
BWAY	75/023309 11/22/1995	2200098 10/27/1998	BWAY Corporation
MONOTOP	78/142408 7/9/2002	2753054 8/19/2013	BWAY Corporation
MONOTOP	74/285666 6/17/1992	1778648 6/29/1993	BWAY Corporation
NAMPAC	74/079242 7/16/1990	1739416 12/15/1992	North America Packaging Corp.
ECO-PAIL	77/577629 9/24/2008	3825805 7/27/2010	North America Packaging Corp.
EZ GRIP	78045924 / 1/31/2001	3234094 / 4/24/2007	Ropak Corporation
RING PULL	78099391 / 12/20/2001	3124170 / 8/1/2006	Ropak Corporation
NXT GRAPHICS	78324383 / 11/6/2003	3280403 / 8/14/2007	Ropak Corporation
ROPAK PACKAGING	78099386 / 12/20/2001	2809335 / 1/27/2004	Ropak Corporation
DIAMOND WEAVE TECHNOLOGY FOR SUSTAINABLE PACKAGING RECYCLABLE SUSTAINABLE PACKAGING 	77802884 / 8/12/2009	4072355 / 12/20/2011	Ropak Corporation
EZ STOR	74535301 / 6/9/1994	2101783 / 9/30/1997	Ropak Corporation
EZ COVER	74525664 / 5/17/1994	2065386 / 5/27/1997	Ropak Corporation

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
ROPAK	73181997 / 8/14/1978	1187664 / 1/26/1982	Ropak Corporation
QUALITY-PAK	73518680 / 1/22/1985	1378118 / 1/14/1986	Ropak Corporation
ROPAK	n/a	CA-60,266 / 9/13/1979	Ropak Corporation
E-TAINER	86/162,795 01/10/2014	Registration No. 4,579,976, Registration date August 5, 2014	KLW Plastics, Inc.