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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents a[illegible] original documents or copy thereof.

1. Name of conveying party(ies):
Packerware Corporation
Cardinal Packing, Inc.
Knight Plastics, Inc.
Poly-Seal Corporation

OIPE JC43 MAY 22 2000 PATENT & TRADEMARK OFFICE

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address:

Street Address: 100 South Charles Street, 4th Fl

City: Baltimore State: MD ZIP: 21201

- ☐ Individual(s) citizenship
- ☒ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ Other

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
- ☒ Security Agreement
- ☐ Other
- ☐ Merger
- ☐ Change of Name

Execution Date: May 9, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED Schedule A

Additional numbers attached? ☐ Yes ☐ No

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

Name: Stacy L. Denson

Internal Address: Miles & Stockbridge

Street Address: 10 Light Street

City: Baltimore State: MD ZIP: 21202

06/19/2000 DNGUYEN 00000156 2279910

01 FC:481 40.00 OP
02 FC:482 500.00 OP

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41) $ 500.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Stacy L. Denson — Name of Person Signing
Stacy L. Denson — Signature
5/15/00 — Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

LIST OF TRADEMARKS

PackerWare Corporation

Registration No.	Serial No.	Trademark	Goods
2,279,910	75-364,864	CAMPUS WEST	Plastic dinnerware
1,737,656	74-161,929	CASUAL ELEGANCE	Plastic dinnerware
1,812,941	74,302,235	EZ BORDER	Nonmetal stakes and brackets for landscape edging
2,272,841	75-312,764	FUN FROSTS	Plastic dinnerware
2,168,546	75-225,323	IT'S WHAT YOU LIKE	Plastic dinnerware, plastic cups, plastic buckets and plastic flower pots and planters
2,143,201	75-055,539	PACKER STACKER	Drinking mugs
1,235,737	73-353,872	PACKER WARE	Plastic household containers, namely, food storage containers, plant pots, drinking glasses and cups and plates
2,302,500	75-297,879	POUR IN THE PROFITS	Plastic drinkware, namely, plastic cups for fountain soft drinks
2,139,800	75-224,623	SUMMERWARE	Plastic dinnerware
1,785,585	74-155,302	Design only	Paper plate holder
2,018,559	74-184,924	Design only	Plastic pitchers for institutional, domestic or household use

2,064,130	75-055,540	Design only	Plastic household containers, namely, food storage containers, plant pots, drinking glasses, cups, plates and bowls

Cardinal Packaging, Inc.

Registration No.	Serial No.	Trademark	Goods
1,618,828	74-011,389	SECUR-A-TEAR	Plastic containers for commercial use
2,207,385	74-644,458	SQROUND	Plastic containers for commercial use

Knight Plastics, Inc.

Registration No.	Serial No.	Trademark	Goods
1,660,244	74-07,078	KNIGHT ENGINEERING & PLASTICS	Custom manufacture for others of plastic caps for use as overcaps on aerosol containers and for custom molding of closures and spouts for containers

Poly-Seal Corporation

Registration No.	Serial No.	Trademark	Goods
2,254,218	75-309,762	ACCU-FLO	Packaging components, namely, non-metal bottle closures
2,224,712	75-251,124	EM-PRESS	Packaging components, namely, non-metal bottle closures in various sizes
1,406,744	73-410,060	POLY-SEAL	Container, closures, containers and applicators for containers made of plastic

1,282,514	73-411,964	PS	Container closures, containers and applicators for containers made of plastic
Application	75-259,445	LITETOUCH	Packaging components, namely, non-metal bottle closures
Application	75-275,237	POLYSEAL COCOON	Environmental services in the nature of the micro/ macro encapsulation, namely, a chemical or other material treatment process of hazardous, toxic and radio-active wastes for long-term storage and/or disposal

AMENDED, RESTATED AND CONSOLIDATED COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS AMENDED, RESTATED AND CONSOLIDATED COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 9th day of May, 2000, by PACKERWARE CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("PackerWare"), CARDINAL PACKAGING, INC., a corporation organized and existing under the laws of the State of Ohio ("Cardinal"), KNIGHT PLASTICS, INC., a corporation organized and existing under the laws of the State of Delaware ("Knight"), and POLY-SEAL CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("Poly-Seal') (PackerWare, Cardinal, Knight and Poly-Seal are herein collectively referred to as the "Assignors"), in favor of BANK OF AMERICA, N.A., formerly known as NationsBank, N.A., a national banking association, as agent for itself and each of the "Lenders" as defined in the "Financing Agreement" (as hereinafter defined) (the "Agent").

RECITALS

A. Berry Plastics Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Borrower"), NIM Holdings Limited, a company organized and existing under the laws of England and Wales ("NIM Holdings"), Berry Plastics UK Limited, a company organized and existing under the laws of England and Wales ("Berry UK"), the Agent and certain of the Lenders are parties to that certain Second Amended and Restated Financing and Security Agreement dated as of July 2, 1998 (as amended, restated, supplemented or otherwise modified, the "Original Credit Agreement"). Pursuant to the provisions of the Original Credit Agreement, the Borrower applied to the Lenders for credit facilities consisting of (i) a revolving credit facility in the maximum principal amount of $70,000,000 (the "Domestic Revolving Credit Facility"), (ii) a letter of credit facility in the maximum principal amount of $5,000,000 (the "Domestic Letter of Credit Facility"), as part of that revolving credit facility, (iii) a term loan facility in the maximum principal amount of $35,828,079 ("Term Loan A"), (iv) a term loan facility in the maximum principal amount of $36,500,000 ("Term Loan B"), (iv) a standby letter of credit facility in the maximum principal amount of $18,852,000 ("the "Bond Letter of Credit Facility"), (v) a special source bond facility in the maximum principal amount of $860,575.07 (the "Special Source Bond"), all to be used by the Borrower for the Permitted Uses described in the Original Credit Agreement. In addition, the Borrower, NIM Holdings and Berry UK applied to the UK Lender (as defined in the Original Credit Agreement) for (i) a revolving credit facility in the maximum principal amount of £1,500,000 (the "UK Revolving Loan") and (ii) a term loan facility in the maximum principal amount of £4,500,000 (the "UK Term Loan").

B. Payment and performance of the obligations, liabilities and indebtedness under and in connection with the Original Credit Agreement are secured by (i) that certain collateral assignment of trademarks as security dated as of January 21, 1997 from BTP, BIC, Berry Sterling and PackerWare to the Agent for the benefit of the Lenders ratably and the Agent, (ii) that certain collateral assignment of patents as security dated as of October 16, 1998 from Knight to the Agent for the benefit of the Lenders ratably and the Agent, and (iii) that certain collateral assignment of patents as security dated as of July 6, 1999 from Cardinal to the Agent for the

benefit of the Lenders ratably and the Agent (all as amended, restated, supplemented or otherwise modified in writing at any time and from time to time, collectively, the "Original Trademark Assignments"). The Original Trademark Assignments grant and assign to the Agent for the benefit of the Lenders ratably and the Agent a lien on, assignment of, and security interest in, certain patents then owned by one or more of the Assignors, including certain of those patents listed on SCHEDULE A attached hereto and made a part hereof (the "Existing Trademarks").

C. The Bond Letter of Credit Facility originally consisted of three (3) letters of credit issued in connection with certain obligations of the Borrower and/or one or more of the Borrower's subsidiaries under certain bond obligations (the "Bond Letters of Credit"). Subsequently, two (2) of the three (3) Bond Letters of Credit have expired and/or been terminated, such that as of the date of this Assignment there remains outstanding only a single Bond Letter of Credit. In addition, since the execution and delivery of the Original Credit Agreement, all obligations of the Borrower under and in connection with the Special Source Bond have been repaid in full.

D. The Borrower has advised the Agent and the Lenders that contemporaneously with the execution and delivery of this Assignment, the Borrower has acquired or intends to acquire all of the capital stock ("Poly-Seal Stock") issued by Poly-Seal in accordance with the provisions of that certain Agreement and Plan of Merger by and among the existing shareholders of Poly-Seal and the Borrower (as amended, restated, supplemented or otherwise modified, the "Poly-Seal Purchase Agreement"). Immediately upon closing and consummation of the Borrower's acquisition of the Poly-Seal Stock, the Borrower intends to merge Berry Plastics Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware ("Berry Acquisition") into Poly-Seal such that Poly-Seal will be the surviving corporation. Following the Borrower's acquisition of the Poly-Seal Stock and the merger of Berry Acquisition into Poly-Seal, Poly-Seal will be a wholly-owned subsidiary of the Borrower. Poly-Seal is the owner of certain patents, including certain of those trademarks listed on SCHEDULE A attached hereto and made a part hereof (the "Poly-Seal Trademarks").

E. In connection with the purchase of the Poly-Seal Stock, the Borrower has requested that the Agent and the Lenders agree (i) to readvance a portion of Term Loan A previously repaid by the Borrower such that as of the date of this Assignment, the unpaid principal balance of Term Loan A shall be in an amount up to, but not exceeding $63,000,000, (ii) to readvance a portion of Term Loan B previously repaid by the Borrower such that as of the date of this Assignment, the unpaid principal balance of Term Loan B shall be equal to $17,500,000, and (iii) otherwise to amend certain terms and conditions of the Original Credit Agreement. In addition, the Borrower has requested that the Agent and the Lenders consent and agree to (1) the acquisition of the Poly-Seal Stock by the Borrower in accordance with the terms and conditions of the Poly-Seal Purchase Agreement, (2) the merger of Berry Acquisition into Poly-Seal, (3) the Parent's issuance of a class of preferred stock for sale to one or more existing shareholders for an aggregate purchase price of Twenty-five Million Dollars ($25,000,000) (the "Preferred Stock"), the proceeds of which sale are to be used to finance, in part, the closing and consummation of the Borrower's purchase of the Poly-Seal Stock, and (4) Berry UK's acquisition of certain assets of Capsal-Certwood UK Ltd.

F. The Borrower, the Agent and the Lenders have agreed to amend and restate the Original Credit Agreement in accordance with the terms and conditions of that certain Third Amended and Restated Financing and Security Agreement dated the date hereof by and among the Borrower, NIM Holdings, Berry UK, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified, the "Financing Agreement"). Under the terms of the Financing Agreement, the Lenders have made the following credit facilities available to the Borrower, NIM Holdings and Berry UK: (i) a revolving credit facility available to the Borrower in the maximum principal amount of $70,000,000, (ii) a letter of credit facility available to the Borrower in the maximum principal amount of $5,000,000, as part of that revolving credit facility, (iii) a term loan facility available to the Borrower in the maximum principal amount of $63,000,000, (iv) an additional term loan available to the Borrower in the maximum principal amount of $17,500,000 (v) a bond letter of credit facility in the maximum principal amount of $4,180,822, (vi) a revolving credit facility available to NIM Holdings and Berry UK up to a maximum principal amount of £1,500,000 and (vii) a term loan available to NIM Holdings up to a maximum principal amount of £4,500,000 (collectively, the "Credit Facilities"). The Credit Facilities are evidenced by, and are to be repaid with interest in accordance with the provisions of the Notes and the Letter of Credit Documents (each as defined in the Financing Agreement) and are secured as provided in the Financing Agreement. All capitalized terms used, but not specifically defined herein, shall have the meanings given such terms in the Financing Agreement.

G. As a condition of execution and delivery of the Financing Agreement, the Agent and the Lenders have required that the Original Trademark Assignments be amended, restated and consolidated in accordance with the terms of this Assignment. The Assignors have adopted, used and are using certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and have applied for or have pending the trademarks also as listed on SCHEDULE A (collectively, the "Trademarks"); the Trademarks include the Existing Trademarks and the Poly-Seal Trademarks.

H. The Financing Agreement and certain other Financing Documents contain security agreements under which the Assignors have granted to the Agent for the benefit of the Agent and for the ratable benefit of the Lenders, a Lien on, and security interest in, certain assets of the Assignors associated with or relating to products sold under any one or more of the Trademarks and under which the Agent is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Financing Agreement.

I. The Agent desires to have the interest of the Agent and the Lenders in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

J. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, each of the Assignors has agreed to assign to the Agent, for the benefit of the Agent and for the ratable benefit of the Lenders, the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises

herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
ASSIGNMENT

In consideration of and pursuant to the terms of the Financing Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, each of the Assignors hereby grants, assigns and conveys to the Agent for the benefit of the Agent and the ratable benefit of the Lenders all of its present and future right, title and interest in and to, and grants to the Agent, for the benefit of the Agent and for the ratable benefit of the Lenders, a security interest in, Lien on and collateral assignment of the Trademarks, together with all the goodwill of each Assignor associated with and represented by the Trademarks and any registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world.

The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignors from the Agent and subject to filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Agent for the benefit of the Agent and for the ratable benefit of the Lenders or in favor of such person as the Agent may designate, and may be the subject of such confirmatory instruments as the Agent may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment. Notwithstanding anything to the contrary contained herein, the Collateral shall not include any Trademarks (other than registered Trademarks) to the extent the grant of an assignment and security interest pursuant hereto in the Assignor's right, title and interest in such item of property is prohibited by an applicable contractual obligation or requirement of law or would give any other Person the right to terminate its obligations with respect to such item (it being understood and agreed, however, that notwithstanding the foregoing, all rights to payment for money due or to become due pursuant to any such excluded item of property shall be subject to the security interests created hereby and it being further understood and agreed that any such excluded item shall be included as part of the Trademarks if and to the extent any applicable prohibition on the collateral assignment of such item shall be unenforceable under the applicable Uniform Commercial Code as now or hereafter in effect).

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignors represent and warrant to the Agent, and shall be deemed to represent and warrant to the Agent at the time a Loan is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and any state trademark offices and to the Assignors' knowledge:

2.1.1 The registered Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which it is registered.

2.1.2 Each of the registered Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered.

2.1.3 Except as set forth on SCHEDULE B to this Assignment, the Assignors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Trademarks, in the United States or in the jurisdictions in which it is registered, each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignors not to sue third persons.

2.1.4 The Assignors have the right to enter into this Assignment and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

Each of the Assignors covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

(a) It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Agent's rights under this Assignment.

(b) It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignors to comply with the covenants herein contained.

(c) If any Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignors shall give the Agent prompt written notice thereof along with an amended SCHEDULE A.

(d) The Assignors shall, at the Agent's request, obtain consents to this Assignment where any Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

(a) Except as permitted by the Financing Agreement, the Assignors hereby covenant and agree to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

(b) Except as permitted by the Financing Agreement, the Assignors shall have the duty to (i) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Agreement or thereafter (to the extent the value of such application in the Assignors' business justifies such prosecution until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired), (ii) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (iii) upon reasonable written request of the Agent, to make federal application for registration of registerable but unregistered trademarks to the extent the value of such application in the Assignors' business justifies such application for registration. Any reasonable expenses incurred in connection with such applications shall be part of the Enforcement Costs. The Assignors shall not abandon any Trademark or any pending application for trademark registration, unless the value of such Trademark or application in the Assignors' business does not justify the actions required to avoid such abandonment, without the consent of the Agent.

(c) Prior to an Event of Default, the Assignors shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Agent may, if necessary, at its own expense, be joined as a nominal party to such suit if the Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent to an Event of Default, the Assignors shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Agent in the fulfillment of the provisions of this paragraph.

(d) If any of the Assignors fail to comply with any of its obligations hereunder in any material respect, the Agent may do so in any Assignor's name or in the Agent's name, but at the Assignors' expense, and the Assignors hereby jointly and severally agree to reimburse and indemnify the Agent in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Trademarks.

(e) The Assignors will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

(f) The Assignors will continue to meet for the duration of this Assignment, consistent standards of quality in its manufacture of products sold under the Trademarks comparable to the standards met by Assignors prior to the date of this Assignment.

Section 3.3 Fees and Expenses.

The Assignors jointly and severally agree to pay to the Agent upon demand as part of the Enforcement Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and legal expenses incurred by the Agent in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or

TRADEMARK
REEL: 002089 FRAME: 0545

preserving the Trademarks, or in enforcing the Agent's or the Lenders' rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks. shall be borne and paid by the Assignors on demand by the Agent.

ARTICLE IV
EVENTS OR EVENT OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignors' Use.

Prior to an Event of Default (a) the Assignors shall have an exclusive nontransferable right to use the Trademarks and (b) the Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as permitted by the Financing Agreement, the Assignors agree not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Agreement, the license granted to the Assignors in this Paragraph, without the prior written consent of the Agent.

Section 4.2 Certain Agent Rights.

The Assignors hereby covenant and agree that the Agent, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law may, following an Event of Default, upon notice to the Assignors, take such action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignors upon the occurrence of an Event of Default hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its exclusive discretion, as each Assignor's true and lawful attorney-in-fact, with the power to endorse each Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of the Assignment, the Financing Agreement, the Financing Documents and other obligations and until all of the Obligations to the Agent are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations (except for contingent indemnity and expense reimbursement obligations for which no claim has been made) and

termination or expiration of all Commitments and all Letters of Credit, the Agent shall, upon the Assignors' request and at its sole expense, execute and deliver to the Assignors all documents reasonably necessary to terminate this Assignment and re-vest in the Assignors full title to the Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignors and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignors and the Agent or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Agent" or a "Lender" under the Financing Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Financing Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Assignors have executed this Amended, Restated and Consolidated Collateral Assignment of Trademarks as Security, under seal, the day and year first above written.

WITNESS OR ATTEST:

PACKERWARE CORPORATION

By:_____(SEAL)
James M. Kratochvil
Executive Vice President

WITNESS OR ATTEST:

CARDINAL PACKAGING, INC.

By:_____(SEAL)
James M. Kratochvil
Executive Vice President

WITNESS OR ATTEST:

KNIGHT PLASTICS, INC.

By:_____(SEAL)
James M. Kratochvil
Executive Vice President

WITNESS OR ATTEST:

POLY-SEAL CORPORATION

By:_____(SEAL)
James M. Kratochvil
Executive Vice President

ACKNOWLEDGMENT

STATE OF New York, CITY/COUNTY OF New York, TO WIT:

On this ____ day of May, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of PackerWare Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Mariluz Ocasio
Notary Public

Mariluz Ocasio
Notary Public, State of New York
No. 01OC5041351
Qualified in Kings County
Commission Expires April 3, 2001

My Commission Expires:_____

ACKNOWLEDGMENT

STATE OF New York, CITY/COUNTY OF New York, TO WIT:

On this ____ day of _____, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Cardinal Packaging, Inc., an Ohio corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

NICOLE L. FENTON
NOTARY PUBLIC, State of New York
No. 02FE5089334
Qualified in New York County
Commission Expires Dec. 8, 1999

Notary Public

My Commission Expires:_____

ACKNOWLEDGMENT

STATE OF New York, CITY/COUNTY OF New York, TO WIT:

On this ____ day of _____, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Knight Plastics, Inc., a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

NICOLE L. FENTON
NOTARY PUBLIC, State of New York
No. 02FE5089334
Qualified in New York County
Commission Expires Dec. 8, 1999

Notary Public

My Commission Expires:_____

ACKNOWLEDGMENT

STATE OF New York, CITY/COUNTY OF New York, TO WIT:

On this ____ day of May, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Poly-Seal Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public

My Commission Expires:_____

Notary Public State
No. 01
Qualified
Commission

April 3, 2001

SCHEDULE A

LIST OF TRADEMARKS

PackerWare Corporation

Registration No.	Serial No.	Trademark	Goods
2,279,910	75-364,864	CAMPUS WEST	Plastic dinnerware
1,737,656	74-161,929	CASUAL ELEGANCE	Plastic dinnerware
1,812,941	74,302,235	EZ BORDER	Nonmetal stakes and brackets for landscape edging
2,272,841	75-312,764	FUN FROSTS	Plastic dinnerware
2,168,546	75-225,323	IT'S WHAT YOU LIKE	Plastic dinnerware, plastic cups, plastic buckets and plastic flower pots and planters
2,143,201	75-055,539	PACKER STACKER	Drinking mugs
1,235,737	73-353,872	PACKER WARE	Plastic household containers, namely, food storage containers, plant pots, drinking glasses and cups and plates
2,302,500	75-297,879	POUR IN THE PROFITS	Plastic drinkware, namely, plastic cups for fountain soft drinks
2,139,800	75-224,623	SUMMERWARE	Plastic dinnerware
1,785,585	74-155,302	Design only	Paper plate holder
2,018,559	74-184,924	Design only	Plastic pitchers for institutional, domestic or household use

2,064,130	75-055,540	Design only	Plastic household containers, namely, food storage containers, plant pots, drinking glasses, cups, plates and bowls

Cardinal Packaging, Inc.

Registration No.	Serial No.	Trademark	Goods
1,618,828	74-011,389	SECUR-A-TEAR	Plastic containers for commercial use
2,207,385	74-644,458	SQROUND	Plastic containers for commercial use

Knight Plastics, Inc.

Registration No.	Serial No.	Trademark	Goods
1,660,244	74-07,078	KNIGHT ENGINEERING & PLASTICS	Custom manufacture for others of plastic caps for use as overcaps on aerosol containers and for custom molding of closures and spouts for containers

Poly-Seal Corporation

Registration No.	Serial No.	Trademark	Goods
2,254,218	75-309,762	ACCU-FLO	Packaging components, namely, non-metal bottle closures
2,224,712	75-251,124	EM-PRESS	Packaging components, namely, non-metal bottle closures in various sizes
1,406,744	73-410,060	POLY-SEAL	Container, closures, containers and applicators for containers made of plastic

1,282,514	73-411,964	PS	Container closures, containers and applicators for containers made of plastic
Application	75-259,445	LITETOUCH	Packaging components, namely, non-metal bottle closures
Application	75-275,237	POLYSEAL COCOON	Environmental services in the nature of the micro/ macro encapsulation, namely, a chemical or other material treatment process of hazardous, toxic and radio-active wastes for long-term storage and/or disposal

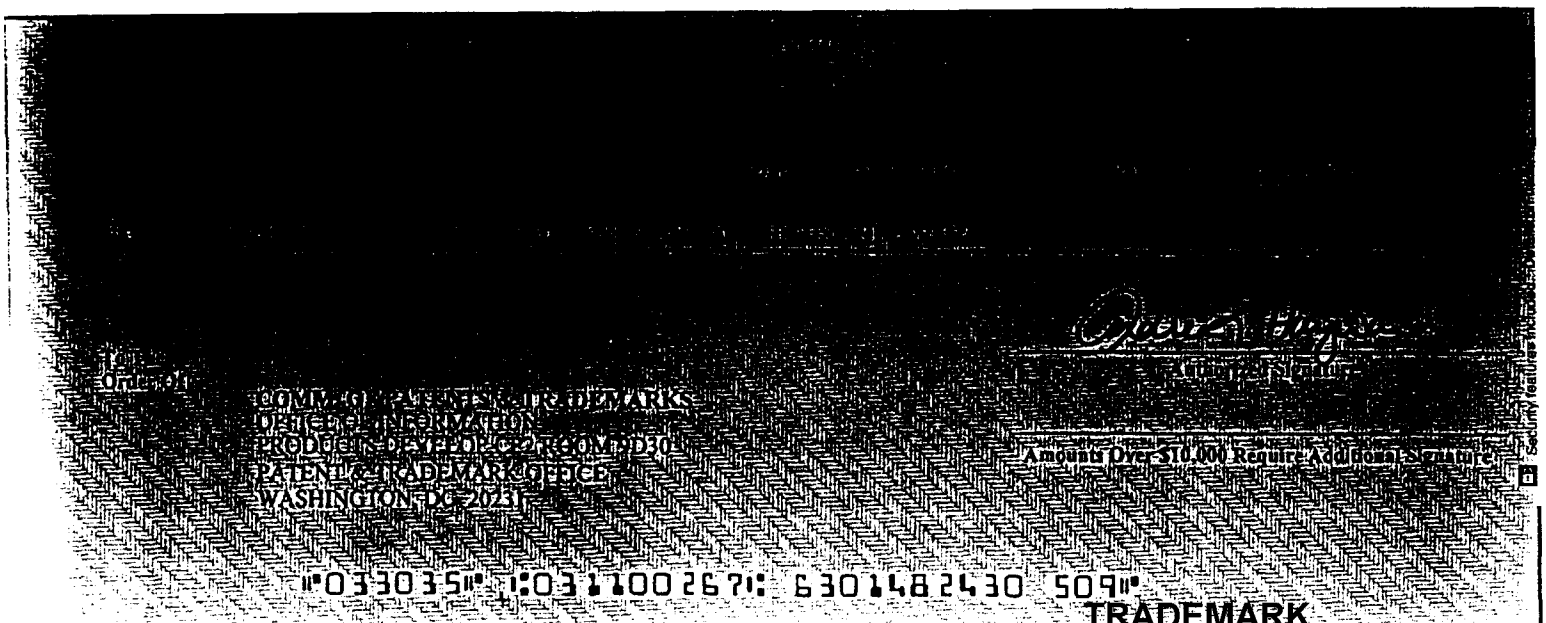
SCHEDULE B

NONE

THOMSON & THOMSON

Check Date: 05/19/2000 Check No. 033035

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
051600	05/16/2000	00061104	4,700.00	0.00	4,700.00

Original Attached to document between Packerware Corporation, Berry Sterling Corporation, Berry Iowa Corporation, Berry Tri-Plas Corporation, Cardinal Packaging, Inc., Poly-Seal Corporation, Knight Plastics, Inc. and Bank of America.

Vendor Number	Vendor Name		Total Discounts	
COMM OF PT	COMM. OF PATENTS & TRADEMARKS		$0.00	
Check Number	**Date**	**Total Amount**	**Discounts Taken**	**Total Paid Amount**
033035	05/19/2000	$4,700.00	$0.00	$4,700.00