10-30-2000

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET

101499263

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Berry Plastics Corporation 9-11-00

☐ 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: Bank of America Business Credit

Street Address: 100 South Charles St., 4th Floor

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 ☐ Merger
☒ Security Agreement First Amendment ☐ Change of Name
☐ Other

Execution Date: July 14, 2000

4. Application number(s) or patent nur

A. Trademark Application No.(s)

09-11-2000
U.S. Patent & TMOfc/TM Mail Rcpt. Dt. #40

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: Laura Snyder Runyeon

Internal Address: Miles & Stockbridge

Street Address: 10 Light Street

City: Baltimore State: MD ZIP: 21202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) $ 40.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(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.

Christine E. Wilson
Laura Snyder Runyeon
Name of Person Signing

Signature

8/7/00
Date

Total number of pages including cover sheet, attachments, and document: 7

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

FIRST AMENDMENT TO AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS FIRST AMENDMENT TO AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Amendment") is made effective as of the 14th day of July, 2000, by and between BERRY PLASTICS CORPORATION, a corporation organized and existing under the laws of the State of Maryland (the "Borrower") and BANK OF AMERICA, N. A., a national banking association, in its capacity as both collateral agent for itself, the "BofA Lenders", the "GE Agent" and the "GE Lenders" (as those terms are hereinafter defined) (the "Collateral Agent"); Witnesseth:

RECITALS

A. BANK OF AMERICA, N.A., a national banking association ("Bank of America"), FLEET CAPITAL CORPORATION, a corporation organized and existing under the laws of the State of Rhode Island ("Fleet"), GENERAL ELECTRIC CAPITAL CORPORATION, a corporation organized and existing under the laws of the State of New York ("GE Capital"), HELLER FINANCIAL, INC., a corporation organized and existing under the laws of the State of Delaware ("Heller"), PNC BANK, NATIONAL ASSOCIATION, a national banking association ("PNC"), and LASALLE BUSINESS CREDIT, INC., a corporation organized and existing under the laws of the State of Delaware ("LaSalle") (collectively, the "BofA Lenders" and individually, a "BofA Lender"); GENERAL ELECTRIC CAPITAL CORPORATION, a corporation organized and existing under the laws of the State of New York, as documentation agent; BANK OF AMERICA, N. A., a national banking association, in its capacity as both collateral and administrative agent for the BofA Lenders and as lead arranger (the "BofA Agent"); the Borrower, NIM HOLDINGS LIMITED, a company organized and existing under the laws of England and Wales ("NIM Holdings"), and BERRY PLASTICS UK LIMITED, a company organized and existing under the laws of England and Wales ("Berry UK") are parties to that certain Third Amended and Restated Financing and Security Agreement dated as of May 9, 2000, as amended by that certain First Amendment to Third Amended and Restated Financing and Security Agreement dated the date hereof (as further amended, restated, supplemented or otherwise modified, the "BofA Financing Agreement"). Under and subject to the provisions of the BofA Financing Agreement, the BofA Lenders agreed to establish in favor of the Borrower, Berry UK and NIM Holdings certain revolving credit, letter of credit and term loan facilities. All capitalized terms used herein but not specifically defined herein shall have the meanings given such terms in the BofA Financing Agreement.

B. The "Obligations" as defined in the BofA Financing Agreement (herein referred to as the "BofA Obligations") are secured by, among other things, that certain Amended and Restated Collateral Assignment of Trademarks as Security dated as of May 9, 2000 from the Borrower in favor of the BofA Agent (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"). The Trademark Security Agreement is one of the "Financing Documents" (as defined in the BofA Financing Agreement and referred to herein as the "BofA Financing Documents").

C. The Borrower has applied to GE Capital for a term loan in a principal amount up to, but not exceeding, Twenty-five Million Dollars ($25,000,000 (the "GE Term Loan"). GE Capital has agreed to make the GE Term Loan to the Borrower in accordance with and subject to the terms and conditions of that certain Loan and Security Agreement dated the date hereof by and among the Borrower, GE Capital, in its capacity as a lender, and GE Capital, in its capacity as an agent (the "GE Agent") (as amended, restated, supplemented or otherwise modified, the "GE Financing Agreement"). The GE Agent and the "Lenders" as defined in the GE Financing Agreement (herein referred to as the "GE Lenders") have required that the "Obligations" as defined in the GE Financing Agreement (herein referred to as the "GE Obligations") be secured by a second priority Lien on, and assignment of, all of the Borrower's rights, title and interest in, to and under the "Trademarks" (as defined in the Trademark Security Agreement) and the goodwill of the business associated therewith (the "Trademark Collateral"). The "Financing Documents" as defined in the GE Financing Agreement are herein referred to as the "GE Financing Documents".

D. The Borrower and the Collateral Agent desire to amend the Trademark Security Agreement to provide that GE Obligations be secured by a second priority Lien on, and assignment of, the Trademark Collateral; the Lien and assignment securing the GE Obligations shall in all respects be junior and subordinate to the Lien and pledge securing the BofA Obligations. The BofA Agent, the BofA Lenders, the GE Agent, the GE Lenders and the Borrower, among others, have entered into an Intercreditor Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the "Intercreditor Agreement"), which Intercreditor Agreement governs, among other things, the respective Lien priorities of the Collateral Agent for the benefit of the BofA Agent, the BofA Lenders, the GE Agent and the GE Lenders.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Collateral Agent hereby agree as follows:

1. The Borrower hereby acknowledges and agrees that the recitals set forth above are true and accurate in each and every respect and are incorporated herein by reference. The representations and warranties of the Borrower contained among the provisions of the Trademark Security Agreement are true and correct as of the date of this Amendment (except that any such representations and warranties that are not qualified as to materiality need only be true and correct in all material respects) with the same effect as though such representations and warranties had been made as of such date, except that the representations and warranties which relate to a specific date need only be true and correct as of such date.

2. The Trademark Security Agreement is hereby amended as follows:

(a) The Trademark Security Agreement is hereby amended to provide that the Trademark Collateral secures all of the BofA Obligations and the GE Obligations; accordingly, all references to "Obligations" as used in the Trademark Security Agreement shall mean and include all of the BofA Obligations and the GE Obligations. The BofA Obligations shall be secured by a senior priority grant, security interest and assignment of the Trademark Collateral; the GE Obligations shall be secured by a junior and subordinate priority grant, security interest

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and assignment of the Trademark Collateral. Subject to the terms of the Intercreditor Agreement, any and all proceeds or other payments to or for the benefit of the Collateral Agent under the Trademark Security Agreement shall be applied first to the payment of the BofA Obligations, including any and all Enforcement Costs, in accordance with the terms of the BofA Financing Agreement; the balance, if any shall be applied to payment of the GE Obligations in accordance with the terms of the GE Financing Agreement.

(b) The BofA Agent under the Trademark Security Agreement is the "Agent" as defined in the Trademark Security Agreement and in such capacity is the collateral agent for the BofA Agent, the BofA Lenders, the GE Agent and the GE Lenders (the "Collateral Agent"). All references to "Agent" in the Trademark Security Agreement are hereby amended to refer to "Collateral Agent". The Borrower agrees that effective immediately on the "BofA Termination Date" (as defined in the Intercreditor Agreement), and upon the request of the GE Agent, the GE Agent shall succeed the BofA Agent as the Collateral Agent under the Trademark Security Agreement without further notice to, or consent or agreement of, the Borrower or any other Person. Notwithstanding the foregoing, if at any time any payment, or portion thereof, made by, or for the account of, the Borrower or any other Person on account of any of the BofA Obligations is set aside by any court or trustee having jurisdiction as a voidable preference or fraudulent conveyance or must otherwise be restored or returned by the BofA Agent and/or any of the BofA Lenders to the Borrower or to any other Person under any insolvency, bankruptcy or other federal and/or state laws or as a result of any dissolution, liquidation or reorganization of the Borrower or such other Person or upon, or as a result of, the appointment of any receiver, intervenor or conservator of, or trustee, or similar officer for, the Borrower or such Person or any substantial part of its or their properties or assets, the parties hereto agree that the BofA Agent shall be reinstated and shall continue as the Collateral Agent under the Trademark Security Agreement all as though such payment(s) had not been made.

(c) The terms and conditions of the Trademark Security Agreement are subject to the terms and conditions of the Intercreditor Agreement; and, in the event there is any express conflict between the terms and conditions of the Trademark Security Agreement and the terms and conditions of the Intercreditor Agreement, the terms and conditions of the Intercreditor Agreement shall control.

3. The terms "this Assignment" as used in the Trademark Security Agreement and any and all references to the Trademark Security Agreement in the BofA Financing Agreement, any of the BofA Financing Documents, the GE Financing Agreement and/or any of the GE Financing Documents shall mean the Trademark Security Agreement as modified herein unless the context clearly indicates or dictates a contrary meaning.

4. This Amendment may not be amended, changed, modified, altered or terminated without in each instance the prior written consent of the Collateral Agent and the Borrower. This Amendment shall be construed in accordance with, and governed by, the laws of the State of Maryland.

5. The Borrower agrees that neither the execution and delivery of this Amendment nor any of the terms, provisions, covenants, or agreements contained in this Amendment shall in

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any manner release, impair, lessen, waive, or otherwise adversely affect the liability and obligations of the Borrower under the terms of the Trademark Security Agreement.

6. This Amendment may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument. The parties agree that their respective signatures may be delivered by facsimile. Any party who chooses to deliver its signature by facsimile agrees to provide a counterpart of this Amendment with its inked signature promptly to each other party.

IN WITNESS WHEREOF, the Borrower and the Collateral Agent have caused this Amendment to be executed under seal as of the date first above written.

WITNESS:

_____

BERRY PLASTICS CORPORATION

By: _____ (Seal)
Ruth E. Richmond
Vice President and Assistant Secretary

WITNESS:

_____

BANK OF AMERICA, N.A.,
in its capacity as Collateral Agent

By: _____ (Seal)
David B. Thayer
Senior Vice President

SCHEDULE A

LIST OF TRADEMARKS

Berry Plastics Corporation

Registration No.	Serial No.	Trademark	Goods
1,461,931	73-611,112	Design only	Plastic containers and covers therefor for use in the packaging of food products and the like