

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berry Plastics Corporation		06/03/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fleet National Bank, as Collateral Agent		
Street Address:	Attn: Shai Patel, Mail Stop MA-DE 100-11A		
Internal Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	national banking association:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78497909	FOUNTAIN SOLUTIONS	
Registration Number:	2272841	FUN FROSTS	
Serial Number:	78546465	IMEDGE	
Serial Number:	78365855	KNIK	
Serial Number:	78558012	PIVOT	
Registration Number:	2827685	SNAPLOC	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$165.00 78497909

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	06/17/2005

Total Attachments: 10

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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of June 3, 2005 (as amended, supplemented or otherwise modified from time to time, the "First Supplemental Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Fleet National Bank, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Berry Plastics Corporation, a Delaware corporation (the "Company"), BPC Holdings Corporation (the "Holdings"), a Delaware corporation, and certain subsidiaries of the Company (the "Subsidiaries") (collectively the "Grantors"), have entered into a Credit Agreement, dated as of July 22, 2002 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, and Fleet National Bank, as collateral agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, the Grantors have acquired additional Intellectual Property and the Company has acquired Landis Plastics, Inc., and its subsidiaries, as subsidiaries and thereby pledges the Intellectual Property gained under the Pledge and Security Agreement, dated as of July 22, 2002, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement"), as amended November 20, 2003, to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Pledge and Security Agreement.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property, and have recorded the security interest against the United States patents at Reel/Frame Nos. 13101/0919, 13138/0648, 13138/0685, 13138/0691, 13138/0697, 13138/0706, 13143/0356, 16087/0454 and against the United States trademarks at Reel/Frame Nos. 2552/0188, 2552/0762, 2552/0772, 2552/0798, and 3096/0117.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, except to the extent the grant of the security interest would give rise to the abandonment of any application, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and

payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (“Copyrights”); and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 4. Governing Law. This First Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This First Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement


or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this After-Acquired Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.


BERRY PLASTICS CORPORATION

By: 
Name: James M. Kratochvil
Title: EVP & CFO


BPC HOLDING CORPORATION

By: 
Name: James M. Kratochvil
Title: EVP & CFO

BERRY IOWA CORPORATION

By: 
Name: James M. Kratochvil
Title: EVP & CFO


PACKERWARE CORPORATION

By: 
Name: James M. Kratochvil
Title: EVP & CFO


(signatures continue on next page)

[After-Acquired Intellectual Property Security Agreement]


KNIGHT PLASTICS, INC.

By: 
Name: James M. Kratochvil
Title: EVP & CFO


BERRY STERLING CORPORATION

By: 
Name: James M. Kratochvil
Title: EVP & CFO

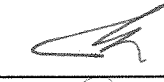
BERRY PLASTICS DESIGN CORPORATION

By: 
Name: James M. Kratochvil
Title: EVP & CFO

POLY-SEAL CORPORATION


By: 
Name: James M. Kratochvil
Title: EVP & CFO

**BERRY PLASTICS ACQUISITION
CORPORATION III**


By: 
Name: James M. Kratochvil
Title: EVP & CFO

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[After-Acquired Intellectual Property Security Agreement]


VENTURE PACKAGING, INC.

By: 
Name: James M. Kratochvil
Title: EVP + CFO


VENTURE PACKAGING MIDWEST, INC.

By: 
Name: James M. Kratochvil
Title: EVP + CFO


BERRY PLASTICS TECHNICAL SERVICES, INC.

By: 
Name: James M. Kratochvil
Title: EVP + CFO

CPI HOLDINGS CORPORATION


By: 
Name: James M. Kratochvil
Title: EVP + CFO

AEROCON, INC.


By: 
Name: James M. Kratochvil
Title: EVP + CFO

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[After-Acquired Intellectual Property Security Agreement]


PESCOR, INC.

By: 
Name: James M. Kratochvil
Title: EVP & CFO

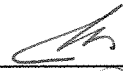
BERRY TRI-PLAS CORPORATION

By: 
Name: James M. Kratochvil
Title: EVP & CFO

CARDINAL PACKAGING, INC.

By: 
Name: James M. Kratochvil
Title: EVP & CFO

LANDIS PLASTICS, INC.

By: 
Name: James M. Kratochvil
Title: EVP & CFO

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[After-Acquired Intellectual Property Security Agreement]

SCHEDULE I
To
AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS


Owner	Title	App. No. Filing Date	Patent No. Issue Date
Berry Plastics Corporation	Closure assembly for a container having a tamper-evident pouring spout closure member	08/456,172 05/31/95	5,655,685 08/12/97
Berry Plastics Corporation	Pitcher	29/165,373 08/08/02	D479,090 09/02/03
Berry Plastics Corporation	Bowl	29/165,374 08/08/02	D478,475 08/19/03
Berry Plastics Corporation	Pitcher	29/166,776 09/04/02	D480,904 10/21/03
Berry Plastics Corporation	Lockable disc top dispensing closure	10/317,224 12/12/02	6,896,160 05/24/05
Berry Plastics Corporation	Tamper-evident overcap	10/357,846 02/04/03	6,886,708 05/03/05
Berry Plastics Corporation	Dispensing package with lockable closure	10/358,168 02/05/03	pending
Berry Plastics Corporation	Container cap	29/176,388 02/21/03	D482,616 11/25/03
Berry Plastics Corporation	Container lid having an indicator	10/410,059 04/09/03	6,808,286 10/26/04
Berry Plastics Corporation	Method of producing a container closure	10/669,198 09/24/03	pending
Berry Plastics Corporation	Container closure	10/669,765 09/24/03	pending
Berry Plastics Corporation	Tamper evident lid welded to a container	10/738,636 12/17/03	pending
Berry Plastics Corporation	Part catcher	10/804,901 03/19/04	pending
Berry Plastics Corporation	Apparatus and method for producing decorated plastic product	10/804,906 03/19/04	pending
Berry Plastics Corporation	Drink cup and lid	10/824,753 04/15/04	pending
Berry Plastics Corporation	Palm and turn child resistant closure	10/837,744 05/04/04	pending

Owner	Title	App. No. Filing Date	Patent No. Issue Date
Berry Plastics Corporation	Container with lockable lid	60/578,004 06/08/04	pending
Berry Plastics Corporation	Bailing apparatus with handle orienter	10/909,639 08/02/04	pending
Berry Plastics Corporation	Container with breakaway handle	10/924,681 08/24/04	pending
Berry Plastics Corporation	Paint container	10/927,333 08/26/04	pending
Berry Plastics Corporation	Method for visual inspection of printed matter on moving lids	10/936,355 09/08/04	pending
Berry Plastics Corporation	Bailing apparatus with handle return device	10/994,072 11/19/04	pending
Berry Plastics Corporation	Mobile canister	11/003,640 12/03/04	pending
Berry Plastics Corporation	Container-labeling and printing synchronization apparatus and process	11/059,455 02/16/05	pending
Berry Plastics Corporation	Tamper-evident closure	60/661,097 03/11/05	pending
Berry Plastics Corporation	Closure for drink bottle	10/839,089 11/10/05	pending
Landis Plastics, Inc.	Container for food products	29/077,026 09/16/97	D426,463 06/13/00

PATENTS HELD BY INVENTORS

Owner	Title	App. No. Filing Date	Patent No. Issue Date
Kaufman, Brett	Staged compression molding process	10/947,749 09/23/04	pending
Williams, Charles L.	Beverage container closure	10/138,088 05/03/02	pending

TRADEMARKS

Owner	Mark	App. No. Filing Date	Reg. No. Reg. Date
Berry Plastics Corporation		78/497,909 10/11/04	Pending
Berry Plastics Corporation	FUN FROSTS	75/312,764 06/23/97	2,272,841 08/24/99
Berry Plastics Corporation	IMEDGE	78/546,465 01/12/05	Pending
Berry Plastics Corporation	KNIK	78/365,855 02/10/04	Pending
Berry Plastics Corporation	PIVOT	78/558,012 02/01/05	Pending
Berry Plastics Corporation	SNAPLOC	78/135,648 06/13/02	2,827,685 03/30/04