TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sun Coast Industries, Inc.		09/20/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1075979	ELAN

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0065 (SUN COAST)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	09/22/2006

OP $40.00 1075979

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of September 20, 2006 is entered into by **BPC ACQUISITION CORP.**, a Delaware corporation (the "Company") and upon the consummation of the Merger, the Subsidiary Parties (together with the Company, the "Grantors") in favor of **CREDIT SUISSE, CAYMAN ISLANDS BRANCH**, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties (the "Secured Parties").

WHEREAS, the Grantors, the Lenders party thereto from time to time (the "Lenders"), Administrative Agent, and certain other parties as named therein have entered into a Credit Agreement, dated as of September 20, 2006 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of September 20, 2006, in favor of the Administrative Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement")

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located:

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act),

including, but not limited to, the registrations and applications referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) all renewals thereof,

(c) all goodwill associated therewith or symbolized thereby,

(d) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(e) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee and Collateral Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, 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 instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

BPC ACQUISITION CORP.

By:_____
Name: Robert Seminara
Title: President

Upon the consummation of the Merger:
Berry Plastics Holding Corporation
Berry Plastics Corporation
AeroCon, Inc.
Berry Iowa Corporation
Berry Plastics Design Corporation
Berry Sterling Corporation
Berry Plastics Technical Services, Inc.
Cardinal Packaging, Inc.
CPI Holding Corporation
Knight Plastics, Inc.
Landis Plastics, Inc.
Packerware Corporation
Pescor, Inc.
Poly-Seal Corporation
Venture Packaging, Inc.
Venture Packaging Midwest, Inc.
Berry Plastics Acquisition Corporation III
Berry Plastics Acquisition Corporation V
Berry Plastics Acquisition Corporation VII
Berry Plastics Acquisition Corporation VIII
Berry Plastics Acquisition Corporation IX
Berry Plastics Acquisition Corporation X
Berry Plastics Acquisition Corporation XI
Berry Plastics Acquisition Corporation XII
Berry Plastics Acquisition Corporation XIII
Kerr Group, Inc.
Saffron Acquisition Corp.
Sun Coast Industries, Inc.
Berry Plastics Acquisition Corporation XV, LLC
Setco, LLC
Tubed Products, LLC

By:_____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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BPC ACQUISITION CORP.

By:_____
Name:
Title:

Upon consummation of the Merger:
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Berry Plastics Design Corporation
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Cardinal Packaging, Inc.
CPI Holding Corporation
Knight Plastics, Inc.
Landis Plastics, Inc.
Packerware Corporation
Pescor, Inc.
Poly-Seal Corporation
Venture Packaging, Inc.
Venture Packaging Midwest, Inc.
Berry Plastics Acquisition Corporation III
Berry Plastics Acquisition Corporation V
Berry Plastics Acquisition Corporation VII
Berry Plastics Acquisition Corporation VIII
Berry Plastics Acquisition Corporation IX
Berry Plastics Acquisition Corporation X
Berry Plastics Acquisition Corporation XI
Berry Plastics Acquisition Corporation XII
Berry Plastics Acquisition Corporation XIII
Kerr Group, Inc.
Saffron Acquisition Corp.
Sun Coast Industries, Inc.
Berry Plastics Acquisition Corporation XV, LLC
Setco, LLC
Tubed Products, LLC

By:_____
Name: James M. Kratochvil
Title: EVP, CFO, Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

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CREDIT SUISSE, CAYMAN ISLANDS BRANCH
as Administrative Agent

By: _____
Name: JUDITH E. SMITH
Title: DIRECTOR

By: _____
Name: DENISE L. ALVAREZ
Title: ASSOCIATE

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

I. TRADEMARKS:

Berry Plastics Corporation

Registration Number or Application Number	Mark	State or Country	Registration or Application Date
1,618,828	Secur-a-tear	U.S.	10/23/90
1,461,931	Design only	U.S.	10/20/87
2,207,385	Sqround	U.S.	12/01/98
78/497,909	Fountain Solutions & Design	U.S.	10/11/04
78/546,465	Imedge	U.S.	01/12/05
2,827,685	SNAPLOC	US	03/30/2004
431,417	PACKERWARE	CL	09/12/1994
845,348	KNIK	MX	08/05/2004
1157439	SNAP-LOC	CA	10/26/05
2986482	KNIK	US	08/16/05
1206375	KNIK	CA	02/13/2004
3102208	PIVOT	US	06/06/06
4071775	FOUNTAIN SOLUTIONS AND DESIGN	EM	10/13/2004
A0000546	IMEDGE	WP	01/24/2005
	IMEDGE	JP	
	IMEDGE	EM	
	IMEDGE	CN	
909406	IMEDGE	MX	01/25/2005
78/909944	BACCA	U.S.	06/16/06

Registration Number or Application Number	Mark	State or Country	Registration or Application Date
1305715	BACCA	CA	06/16/06
789275	BACCA	MX	06/16/06
2018559	Pitcher Design	U.S.	11/26/96
2064130	Design (P. Logo)	U.S.	05/20/97
2428649	Lite Touch	U.S.	02/13/01
TMA533333	Em-Press	Canada	09/25/00
1,406,744	Poly-Seal	U.S.	08/26/86
1,282,514	PS and Design	U.S.	06/19/84
2,254,218	Accu-flo	U.S.	06/15/99
2,224,712	Em-press	U.S.	02/16/99
	berryplastics.com	U.S.	
	berryplastics.co.uk		
2,279,910	Campus West	U.S.	09/21/99
1,235,737	PACKER WARE STYLIZED LETTERS	U.S.	04/26/83
1,416,682	Tamper-fresh	U.S.	11/11/86

Packerware Corporation

Registration Number or Application Number	Mark	State or Country	Registration Date
22632	Packer Stacker	European Community	CANCELLED
431417	Packerware	CL	09/12/94
	packerware.com	U.S.	

Cardinal Packaging, Inc.

Registration Number or Application Number	Mark	State or Country	Registration Date
	cardinalpackaging.com	U.S.	

Knight Plastics, Inc.

Registration Number or Application Number	Mark	State or Country	Registration Date
	knightengr.com	U.S.	

Poly-Seal Corporation

Registration Number or Application Number	Mark	State or Country	Registration Date
TMA100446	Poly-Seal	Canada	04/07/1955
	poly-seal.com	U.S.	

Pescor Plastics, Inc.

2,501,368	Pescor Plastics	U.S.	10/30/01
2,503,518	Pescor Plastics Inc. Logo	U.S.	11/06/01
59206	Pescor Plastics Inc.	Texas	12/06/99
59115	Pescor Plastics Logo	Texas	10/18/99
	pescor.com	U.S.	

Landis Plastics, Inc.

Trademark Registrations:

Registration Number	Mark	State or Country	Registration Date
1,153,982	LPI	US	05/12/81; renewed 05/12/01
1,813,752	LPI [design mark]	US	12/28/93

Domain Names:

Domain Name	Owner of Record	Expiration Date
E-LPI.COM	Landis Plastics, Inc.	01/06/09
LPIDIRECT.COM	Landis Plastics, Inc.	08/23/08

LANDISPLASTICS.COM	Landis Plastics, Inc.	12/11/07

Kerr Group, Inc.

US Trademark Registrations and Applications

Registration or Application Number	Mark	Registration/Application Date
78/826,142	TE-III	03/01/06
1133139	CR-I	04/15/80
2201996	Friendly and Safe	11/03/98
1487001**	Jel N'Jam	05/03/88
1465528	Kerr & Design	11/17/87
1891932	Kerr & Design	05/02/95
0503109	Kerr (Stylized)	10/19/48
0503110	Kerr (Stylized)	10/19/48
1401239	Setco	07/15/86
2290366	Scriptvision	11/02/99
2779773	Tab-II	11/04/03
1174234	TP	10/20/81
78/625,945	Vent Band	05/09/05

** Co-owned with Alltrista Corporation

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Foreign Trademark Registrations

Registration Number	Mark	Country	Registration Date
A360747	CR-I	Australia	05/27/81
TMA533302	CR-III	Canada	09/25/00
TMA566451	KERR and Design	Canada	08/27/02
UCA00335	KERR SELF SEALING	Canada	01/03/33
210152	KID-DISH ORIGINALS	Canada	EXPUNGED
TMA532168	TE-III	Canada	09/05/00
464156	CR-III	Community Trademark	11/16/98
476333	KERR and Design	Community Trademark	11/16/98
1412956	TAB-II	Community Trademark	01/18/01
536326	TE-III	Community Trademark	02/17/99
1009221	CR-1	Germany	10/16/80
395498368	MELANITE	Germany	CANCELLED
721429	MELANITE	Italy	CANCELLED
436387	CR-III	Korea, Republic of	12/30/98
452722	KERR and Design	Korea, Republic of	08/16/99
407666	SCRIPTVISION	Korea, Republic of	07/03/98
412321	TE-III	Korea, Republic of	07/24/98
553524	CR-III	Mexico	07/28/97
544547	FRIENDLY SAFE	Mexico	04/08/96
551615	KERR and Design	Mexico	06/26/97
679594	KERR and Design	Mexico	11/30/00
549506	KERR and Design	Mexico	05/28/97
561579	TE-III	Mexico	10/30/97

Registration Number	Mark	Country	Registration Date
753479	MELANITE	Taiwan	CANCELLED
743267	MELANITE	Taiwan	CANCELLED
743156	MELANITE	Taiwan	CANCELLED
2047311	MELANITE	United Kingdom	CANCELLED
132911	KERR	Venezuela	01/28/88
TMA443577	DURATHERM ZONE CART	Canada	06/09/95
544547	FRIENDLY PLASTIC	MX	03/25/97

Sun Coast Industries, Inc.

US Trademark Registrations and Applications

Registration Number	Mark	Registration / Application Date
1075979	ELAN	10/25/77

Foreign Trademark Registrations

Registration or Application Number	Mark	Country	Registration Date
443577	DURATHERM ZONE CART	Canada	06/09/95

Carlisle Foodservice Products, Incorporated

Foreign Trademark Registrations

Registration Number	Mark	Country	Registration Date
TMA155714	TEXAN	Canada	02/23/68

II. TRADEMARK LICENSES:

Any grants of licenses of Trademarks identified below under "Intellectual Property Matters."

III. TRADE SECRET LICENSES:

IV. ANY GRANTS OF LICENSES OF TRADE SECRETS IDENTIFIED BELOW UNDER "INTELLECTUAL PROPERTY MATTERS."

Kerr Group, Inc.

Confidentiality and Non-Disclosure Agreement, dated April 22, 2003, by and between the Company and Drug Plastics & Glass Company, Inc., regarding supply of bottles to Insight Pharmaceuticals by Drug Plastics.

Confidentiality and Non-Disclosure Agreement, dated January 16, 2003, by and between the Company and Drug Plastics & Glass Company, Inc., regarding supply of bottles to Wyeth by Drug Plastics.