TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Berry Plastics Corporation		09/20/2006	CORPORATION:
Kerr Group, Inc.		09/20/2006	CORPORATION: DELAWARE
Landis Plastics, Inc.		09/20/2006	CORPORATION: ILLINOIS
Packerware Corporation		09/20/2006	CORPORATION: DELAWARE
Pescor, Inc.		09/20/2006	CORPORATION: DELAWARE
Poly-Seal Corporation		09/20/2006	CORPORATION: DELAWARE
Sun Coast Industries, Inc.		09/20/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as Collateral Agent
Street Address:	213 Court Street
Internal Address:	Suite 703
City:	Middletown
State/Country:	CONNECTICUT
Postal Code:	06457
Entity Type:	N.A.:

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	1618828	SECUR-A-TEAR
Registration Number:	1461931	
Registration Number:	2207385	SQROUND
Serial Number:	78497909	FOUNTAIN SOLUTIONS
Serial Number:	78546465	IMEDGE
Registration Number:	2827685	SNAPLOC
Registration Number:	2986482	KNIK
Registration Number:	3102208	PIVOT

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Serial Number:	78909944	BACCA
Registration Number:	2018559	
Registration Number:	2064130	
Registration Number:	2428649	LITE TOUCH
Registration Number:	1406744	POLY-SEAL
Registration Number:	1282514	PS
Registration Number:	2254218	ACCU-FLO
Registration Number:	2224712	EM-PRESS
Registration Number:	2279910	CAMPUS WEST
Registration Number:	1235737	PACKERWARE
Registration Number:	1416682	TAMPER-FRESH
Registration Number:	2501368	PESCOR PLASTICS
Registration Number:	2503518	PESCOR PLASTICS, INC.
Registration Number:	1153982	LPI
Registration Number:	1813752	LPI
Serial Number:	78826142	TE-III
Registration Number:	1133139	CR-I
Registration Number:	2201996	FRIENDLY & SAFE
Registration Number:	1487001	JEL 'N JAM
Registration Number:	1465528	KERR
Registration Number:	1891932	KERR
Registration Number:	0503109	KERR
Registration Number:	0503110	KERR
Registration Number:	1401239	SETCO
Registration Number:	2290366	SCRIPTVISION
Registration Number:	2779773	TAB-II
Registration Number:	1174234	TP
Serial Number:	78625945	VENT BAND
Registration Number:	1075979	ELAN

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2122995600

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1:	1133 Avenue of the Americas
Address Line 2:	Suite 3100
Address Line 4:	New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	10/17/2006

Total Attachments: 16
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ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

Entity	Jurisdiction of Organization	Type of Entity
Kerr Group, Inc.	Delaware	Corporation
Landis Plastics, Inc.	Illinois	Corporation
Packerware Corporation	Delaware	Corporation
Pescor, Inc.	Delaware	Corporation
Poly-Seal Corporation	Delaware	Corporation
Sun Coast Industries, Inc.	Delaware	Corporation

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN 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, which upon the consummation of the Acquisition (as defined in the Purchase Agreement) will merge (the "Merger") with and into BPC Holding Corporation, a Delaware corporation (which will change its name to Berry Plastics Holding Corporation) (the "Company"), and upon the consummation of the Merger, certain of its subsidiaries party hereto (collectively with the Company, the "Grantors") in favor of **WELLS FARGO BANK, N.A.**, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (the "Secured Parties").

WHEREAS, BPC Acquisition Corp. and the several parties named in Schedule I thereto (the "Initial Purchasers") have entered into a purchase agreement, dated as of September 15, 2006 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which BPC Acquisition Corp. will issue and sell its 8 7/8% Second Priority Senior Secured Fixed Rate Notes due 2014 (the "Fixed Rate Notes") and its Second Priority Senior Secured Floating Rate Notes due 2014 (the "Floating Rate Notes" and, together with the Fixed Rate Notes, the "Securities").

WHEREAS, the Securities will be issued by BPC Acquisition Corp. pursuant to an indenture, to be dated as of the date hereof (the "Indenture"), between BPC Acquisition Corp. and Wells Fargo Bank, N.A., as trustee (the "Trustee").

WHEREAS, upon consummation of the Acquisition (as defined in the Purchase Agreement), BPC Holding Corporation and its subsidiaries listed on Annex A-1 to the Purchase Agreement (together, the "Guarantors") and the Trustee will execute a supplemental indenture (the "Supplemental Indenture") pursuant to which BPC Holding Corporation will assume, and the Guarantors will guarantee on a senior secured basis, all of BPC Acquisition Corp. obligations as issuer of the Securities.

WHEREAS, it is a condition precedent to the obligations of the Initial Purchasers to purchase the Securities under the Purchase Agreement that BPC Acquisition Corp., BPC Holding Corporation, the Guarantors and the Trustee shall have executed and delivered that certain Collateral Agreement, dated as of September 20, 2006, in favor of the Collateral Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement").

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

WHEREAS, BPC Acquisition Corp., BPC Holding Acquisition Corp., the Subsidiary Parties, the Collateral Agent and the First Lien Agent have entered into an Intercreditor Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), pursuant to which the lien upon and security interest in the Collateral granted by the Collateral Agreement and this Agreement are and shall be subordinated in all respects to the lien upon and security interest in the Collateral granted pursuant to, and subject to the terms and conditions of, the Senior Lender Documents;

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 Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such 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 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 Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the 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 Second Lien Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived or terminated except (i) in accordance with the amendment provisions of the Collateral Agreement pursuant to which (subject to the provisions of the Indenture and the Intercreditor Agreement) the Collateral Agent may modify this Agreement, after obtaining the relevant Grantor's approval of or signature to such modification, or (ii) by the Collateral Agent amending Schedule A hereto to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which such 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 Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Parties, 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.

(d) Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to Credit Suisse, Cayman Islands Branch, as collateral agent (and its permitted successors), for the benefit of the lenders referred to below, pursuant to the Guarantee and Collateral Agreement dated as of September 20, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time), from the Company and the other "Pledgors" referred to therein, in favor of Credit Suisse, Cayman Islands Branch, as collateral agent, and (ii) the exercise of any right or remedy

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by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

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IN WITNESS WHEREOF, each 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: Michael Jupiter

Title: Vice President and Secretary

Upon the consummation of the Merger:

BPC 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: Jeffrey D. Thompson
Title: Vice President

ACKNOWLEDGMENT OF GRANTORS

STATE OF NEW YORK

ss.

COUNTY OF KINGS

On this 19th day of September, 2006 before me personally appeared Jeffrey D. Thompson, _____, and _____ proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantors, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Michael Voller

Notary Public

MICHAEL VOLLER
Notary Public, State of New York
No. 01VO6006899
Qualified in Suffolk County
Commission Expires June 30, 2010

Kings July 27

{seal}

[SIGNATURES CONTINUED ON NEXT PAGE]

WELLS FARGO BANK, N.A., as the Collateral Agent

By: _____

Name: Joseph P O'Donnell
Title: Vice President

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. (n/k/a Pescor, 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

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.