

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Grafco Industries Limited Partnership		04/16/2008	LIMITED PARTNERSHIP:

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse, Cayman Islands Branch, as Term Collateral Agent
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank:

<b>Name:</b>	Bank of America, N.A., as ABL Collateral Agent
<b>Street Address:</b>	335 Madison Avenue, 6th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2780095	E GRAFCO
Registration Number:	2813487	EGRAFCO
Registration Number:	2247587	GRAFCO PET PACKAGING TECHNOLOGIES

**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, kristin.azcona@lw.com

OP \$90.00 2780095

Correspondent Name: LATHAM & WATKINS LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0065
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	04/22/2008

**Total Attachments: 11**

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## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated and effective as of April 16, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of BANK OF AMERICA, N.A., as collateral agent for the Revolving Facility Secured Parties (in such capacity, the "ABL Collateral Agent"), and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as collateral agent for the Term Secured Parties (in such capacity, the "Term Collateral Agent" and, together with the ABL Collateral Agent, the "Collateral Agents").

WHEREAS, Berry Plastics Group, Inc., a Delaware corporation ("Holdings"), Berry Plastics Corporation (formerly Berry Plastics Holding Corporation), a Delaware corporation (the "Company"), certain subsidiaries of the Company party thereto, the lenders named therein, and Bank of America, N.A., as administrative agent (in such capacity, the "ABL Administrative Agent") and collateral agent for such lenders, are parties to that certain Amended and Restated Revolving Credit Agreement dated as of April 3, 2007 (the "Revolving Credit Agreement");

WHEREAS, Holdings, the Company, the lenders party thereto from time to time (the "Term Lenders") and Credit Suisse, Cayman Islands Branch, as administrative agent (in such capacity, the "Term Administrative Agent") and collateral agent for such lenders, are parties to that certain Second Amended and Restated Term Loan Credit Agreement dated as of April 3, 2007 (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Term Loan Agreement" and, together with the Revolving Credit Agreement, the "Credit Agreements");

WHEREAS, the Grantors and other grantors party thereto have executed and delivered that certain Second Amended and Restated First Lien Guarantee and Collateral Agreement, dated as of April 3, 2007, among Holdings, the Company, each subsidiary of the Company identified therein and the Collateral Agents (the "Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the applicable Collateral Agreement; and

WHEREAS, under the terms of the Collateral Agreement, each Grantor has granted to each of (A) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and (B) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed under the terms of the Collateral Agreement to enter into this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office (and any successor office or any similar office in any other country).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and pledges to each of (A) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured

Parties and (B) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, and hereby grants to each of (X) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and (Y) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the “Collateral”):

(a) the patents and patent applications set forth in Schedule A hereto (the “Patents”);

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (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 the Lanham Act has been filed, to the extent that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), together with the goodwill symbolized thereby (the “Trademarks”);

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of such Grantor’s Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights, the United States Commissioner for Patents and the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of 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 agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, each Administrative Agent and each Collateral Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Agreement is in conflict with the Collateral Agreement or any Credit Agreement, the provisions of the Collateral Agreement or the applicable Credit Agreement, as the case may be, shall govern.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Priority. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the terms of (a) the Second Amended and Restated Senior Lender Priority and Intercreditor Agreement, dated as of February 5, 2008 (the "Senior Lender Intercreditor Agreement"), among the ABL Administrative Agent, the Term Administrative Agent, the ABL Collateral Agent, the Term Collateral Agent, Bank of America, N.A., as collateral agent for the Bridge Loan Secured Parties (as defined therein), Holdings, the Company, certain subsidiaries of the Company party thereto, and each Other First Priority Lien Obligations Administrative Agent (as defined therein) and each Other First Priority Lien Obligations Collateral Agent (as defined therein) from time to time party thereto; (b) the Second Amended and Restated Intercreditor Agreement, dated as of February 5, 2008 (the "Junior Intercreditor Agreement"), among the Term Administrative Agent, the Term Collateral Agent, the ABL Administrative Agent, the ABL Collateral Agent, and Bank of America, N.A., as Bridge Loan Administrative Agent (as defined therein) and Bridge Loan Collateral Agent (as defined therein) and each Other First Priority Lien Obligations Collateral Agent (as defined therein) from time to time party thereto, each in its respective capacity as First Lien Agent (as defined therein), Wells Fargo Bank, N.A., as Second Priority Notes Trustee (as defined therein), Holdings, the Company and certain subsidiaries of the Company party thereto; and (c) the Senior Fixed Collateral Priority and Intercreditor Agreement, dated as of February 5, 2008 (the "Senior Fixed Lender Intercreditor Agreement" and, together with the Senior Lender Intercreditor Agreement and the Junior Intercreditor Agreement, the "Intercreditor Agreements," and each, an "Intercreditor Agreement"), among the ABL Administrative Agent, the Term Administrative Agent, Bank of America, N.A., as Bridge Loan Administrative Agent, the ABL Collateral Agent, the Term Collateral Agent, Bank of America, N.A., as Bridge Loan Collateral Agent, each Other First

Priority Lien Obligations Administrative Agent (as defined therein) and each Other First Priority Lien Obligations Collateral Agent (as defined therein) from time to time party thereto, Holdings, the Company and certain subsidiaries of the Company party thereto. In the event of any conflict between the terms of any Intercreditor Agreement and the terms of this Agreement, the terms of the applicable Intercreditor Agreement shall govern.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CAPTIVE HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_




**CAPTIVE PLASTICS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**CAPLAS NEPTUNE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**CAPLAS LLC**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**GRAFCO INDUSTRIES LIMITED  
PARTNERSHIP**

By: Caplas Neptune, LLC, its general  
partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

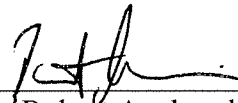


Signature pages to First Lien Intellectual Property Security Agreement

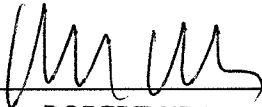
**TRADEMARK**  
**REEL: 003764 FRAME: 0516**



**BANK OF AMERICA, N.A.,**  
as ABL Collateral Agent

By:   
Name: Robert Anchundia  
Title: Vice President

**CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Term Collateral Agent**

By:   
Name: **ROBERT HETU**  
Title: **MANAGING DIRECTOR**

By:   
Name: **LAURENCE LAPEYRE**  
Title: **ASSOCIATE**

Schedule A – Patents

Patent Title	App. No./ Patent No.	App. Date/ Grant Date	Owner
Blow mold with replaceable inserts	5736168	4/7/98	Captive Plastics, Inc.
Child resistant package	4844284	7/4/89	Captive Plastics, Inc.
Closing and clamping system	5261810	11/16/93	Captive Plastics, Inc.
Container	29/218715	12/7/04	Captive Plastics, Inc.
Container	D418760	1/11/00	Captive Plastics, Inc.
Container	D487020	2/24/04	Captive Plastics, Inc.
Container ejection system	5308237	5/3/94	Captive Plastics, Inc.
Container with Horizontal Grooves	D558584	1/1/08	Captive Plastics, Inc.
Container	D480974	10/21/03	Captive Plastics, Inc.
Drive module for machine	5321341	6/14/94	Captive Plastics, Inc.
Football-shaped Container	29/281572	6/26/07	Captive Plastics, Inc.
Mating bottles	11/756698	6/1/07	Captive Plastics, Inc.
Molded Bottle with Hot Fill Windows	D495602	9/7/04	Grafco Industries Limited Partnership
Container	D527647	9/5/06	Captive Plastics, Inc.
Retortable blow molded container	11/371239	3/9/06	Grafco Industries Limited Partnership
Syrup Bottle	D527276	8/29/06	Grafco Industries Limited Partnership
Tamper evident closure and method of manufacture of same	4919285	4/24/90	Captive Plastics, Inc.
Tamper-indicating closure with resilient locking projections	6355201	3/12/02	Captive Plastics, Inc.
Tamper-indicating closure with resilient locking projections	6729488	5/4/04	Captive Plastics, Inc.
Wide mouth container	D427910	7/11/00	Grafco Industries Limited Partnership

Schedule B – Trademarks

Mark	App/Reg. No.	App./Reg. Date	Owner
CAPTIVE PLASTICS (Stylized)	1277024	5/8/84	Captive Plastics, Inc.
CP and Design	2081302	7/22/97	Captive Plastics, Inc.
Design Only	1547419	7/11/89	Captive Plastics, Inc.
E GRAFCO and Design	2780095	11/4/03	Grafco Industries Limited Partnership
EGRAFCO	2813487	2/10/04	Grafco Industries Limited Partnership
GRAFCO PET PACKAGING TECHNOLOGIES and Design	2247587	5/25/99	Grafco Industries Limited Partnership
THORO-BAN	1545407	6/27/89	Captive Plastics, Inc.

Schedule C – Copyrights

None.