

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/31/2003		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Landis Plastics, Inc.		05/11/2011	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
Name:	Berry Plastics Corporation		
Street Address:	101 Oakley Street		
City:	Evansville		
State/Country:	INDIANA		
Postal Code:	47706		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	1153982	LPI	
Registration Number:	1813752	LPI	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(317)231-7433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172311313		
Email:	ofleming@btlaw.com		
Correspondent Name:	Olivia M. Fleming		
Address Line 1:	11 South Meridian Street		
Address Line 2:	Barnes & Thornburg LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	5723-216605		
NAME OF SUBMITTER:	Olivia M. Fleming		

CH \$65.00 1153982

Signature:	/omf/
Date:	05/11/2011
Total Attachments: 2 source=Landis#page1.tif source=Landis#page2.tif	

# NUNC PRO TUNC ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landis Plastics, Inc., an Illinois corporation ("Assignor"), hereby assigns, sets over, and transfers, *nunc pro tunc*, effective as of 2003, to Berry Plastics Corporation, a Delaware corporation located at 101 Oakley Street, Evansville, Indiana 47706 ("Assignee"), all of its rights, title, and interest in and to the trademarks and registrations thereof identified in Exhibit A attached hereto (the "Trademarks"), together with the goodwill of the business symbolized thereby, together with all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representative

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

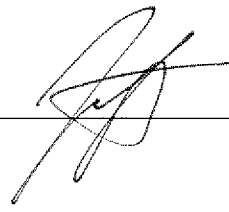
This 11<sup>th</sup> day of May, 2011.

LANDIS PLASTICS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



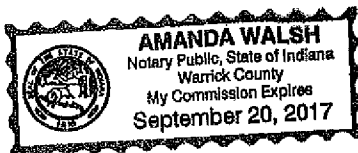
STATE OF Indiana )  
 ) SS:  
COUNTY OF Vanderburgh )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 11<sup>th</sup> day of May, 2011.


Witness my hand and Notarial Seal this 11<sup>th</sup> day of May, 2011.

County of Residence: Warrick  
My Commission Expires: 9/20/17

\_\_\_\_\_  
*Amanda Walsh*



## Exhibit A

<b>Trademark</b>	<b>Design</b>	<b>U.S. Serial No.</b>	<b>U.S. Reg. No.</b>
LPI	n/a	73197703	1153982
LPI & Design		74362174	1813752