

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Berry Plastics Corporation		06/13/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	100 Wall Street, Suite 1600
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	national chartered association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	85275491	ICONIC
Serial Number:	85281326	AIRPROPE
Serial Number:	85293090	P PARTY PEACOCK
Serial Number:	85539957	P PARTY PEACOCK
Serial Number:	85321834	PARTY PEACOCK
Serial Number:	85497661	NATIONAL
Serial Number:	85182520	A NO NONSENSE CHOICE
Serial Number:	77950770	EZCUT
Serial Number:	85186365	GARDEN WELL
Serial Number:	77904951	MARVELPEEL
Serial Number:	85182521	RUFFIES
Serial Number:	85183595	RUFFIES PRO
Serial Number:	85183608	RUFFIES
Serial Number:	85039064	X-FLEX

CH \$815.00 85275491

Serial Number:	85039101	X-FLEX BLAST PROTECTION SYSTEM
Serial Number:	85222391	FOILMASTIC
Serial Number:	77593515	CLEANDRAPE
Serial Number:	77586479	LOCK-BAND
Serial Number:	77531478	TOP DRAW
Serial Number:	77397888	TEMP COOL
Serial Number:	77497495	DRY STEP
Serial Number:	77497494	TWISTRAND
Serial Number:	77465464	PROFILES
Serial Number:	77435612	BLACK DIAMOND
Serial Number:	77409903	STRETCH FIT
Serial Number:	77386342	SCROLLWARE
Serial Number:	77837317	THERMO PLY TOTAL
Serial Number:	77867397	CLEAR IS THE NEW GREEN
Serial Number:	77335370	EARTHFLEX
Serial Number:	77096516	CUPTOPIA
Serial Number:	77219991	RIGHT-FIT
Serial Number:	77228272	I COMMIT

CORRESPONDENCE DATA

Fax Number: 3172317433
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 317-231-1313
Email: bmcginnis@btlaw.com
Correspondent Name: Brian J. McGinnis
Address Line 1: 11 South Meridian Street
Address Line 2: Barnes & Thornburg LLP
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	5723-200
NAME OF SUBMITTER:	Brian J. McGinnis
Signature:	/bmcginnis/
Date:	07/13/2012

Total Attachments: 13
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated and effective as of June 13, 2012 (as further amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement"), among BERRY PLASTICS CORPORATION (the "Company"), each subsidiary of the Company identified herein as a party (together with the Company, the "Grantors" and each, a "Grantor") and U.S. BANK NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Collateral Agreement).

WHEREAS, pursuant to the terms, conditions and provisions of (a) the indenture dated as of September 20, 2006, among the Company, the Company's subsidiaries party thereto and U.S. Bank National Association, as trustee (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "2006 Indenture"), the Company has issued the Second Priority Senior Secured Floating Rate Notes due 2014 (the "2006 Notes") (b) the indenture dated as of April 30, 2010, among the Company, the Company's subsidiaries party thereto, and U.S. Bank National Association, as trustee (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "April 2010 Indenture"), the Company has issued the 9 1/2% Second Priority Senior Secured Notes due 2018 (the "April 2010 Notes") and (c) the indenture dated as of November 19, 2010, among the Company, the Company's subsidiaries party thereto and U.S. Bank National Association, as trustee (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "November 2010 Indenture", and together with the 2006 Indenture and the April 2010 Indenture, the "Indentures"), the Company has issued the 9.75% Second Priority Senior Secured Notes due 2021 (the "November 2010 Notes", and together with the 2006 Notes, the April 2010 Notes and any additional notes issued from time to time under any of the Indentures, the "Notes")

WHEREAS, pursuant to the terms of the Indentures, the Notes are guaranteed by each of the subsidiaries of the Company party to the applicable Indenture;

WHEREAS, the Collateral Agreement, dated as of September 20, 2006, among the Company, the subsidiaries of the Company party thereto and U.S. Bank National Association, as collateral agent, pursuant to which the Company and each of its subsidiaries identified therein have granted to the Collateral Agent a second-priority lien and security interest in the Additional Collateral (as defined below) to secure certain obligations in respect of the Notes. Terms defined in the Collateral Agreement and not otherwise defined herein are used herein as defined therein;

WHEREAS, under the terms of the Collateral Agreement, each Grantor has granted to the Collateral Agent 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 IP Security 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;

WHEREAS, the Grantors are affiliates of the Company, derive substantial benefit from the extension of credit to the Company pursuant to the Indentures and are willing to execute and deliver this IP Security Agreement pursuant to the terms of the Collateral Agreement; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants herein contained, each Grantor and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and pledges to the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and hereby grants to the 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 "Additional 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 Additional Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security 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 IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security 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 IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the security interest granted by the Grantors herein are in addition to any security interests granted pursuant to the Collateral Agreement prior to the date hereof. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Collateral Agent with respect to the Additional 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 IP Security Agreement is in conflict with the Collateral Agreement, any Indenture, the First Priority Notes Indenture (as defined in the November 2010 Indenture), the Existing First Priority Notes Indenture (as defined in the November 2010 Indenture), the Revolving Credit Agreement (as defined in the November 2010 Indenture), the Term Loan Credit Agreement (as defined in the November 2010 Indenture) or the Intercreditor Agreement (as defined in the November 2010 Indenture), the provisions of the Collateral Agreement, the Indentures, the Revolving Credit Agreement, the Term Loan Credit Agreement, the First Priority Notes Indenture, the Existing First Priority Notes Indenture or the Intercreditor Agreement, as the case may be, shall govern.

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


SECTION 7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement are expressly subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the Intercreditor Agreement shall govern. 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 Bank of America, N.A. and Credit Suisse, Cayman Islands Branch, as collateral agents (and their respective permitted successors), for the benefit of the lenders referred to below, pursuant to the Guarantee and Collateral Agreement dated as of April 3, 2007

(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 Bank of America, N.A. and Credit Suisse, Cayman Islands Branch, as collateral agents and to the liens and security interests granted to U.S. Bank National Association as collateral agent pursuant to each of the Collateral Agreement, dated as of April 21, 2008, among the Company, each subsidiary of the Company party thereto and U.S. Bank National Association, as collateral agent, and the Collateral Agreement, dated as of December 3, 2009, among the Company, each subsidiary of the Company party thereto, and U.S. Bank National Association, as collateral agent (in each case, as amended, supplemented or otherwise modified from time to time) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement.

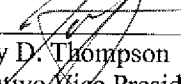
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IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BERRY PLASTICS CORPORATION

By: 
Name: Jeffrey D. Thompson
Title: Executive Vice President and Assistant Secretary

PLIANT, LLC, as a Guarantor
By: BERRY PLASTICS CORPORATION,
its manager

By: 
Name: Jeffrey D. Thompson
Title: Executive Vice President and Assistant Secretary

[Signature Page to Second Lien Intellectual Property Security Agreement]

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Schedule A

Owner Name	Country Name	Title	App No	Patent No	Filed	Issued
Will be Assigned to Berry Plastics Corporation	United States of America	HIGH-TEMPERATURE BARRIER PACKAGE	61/452534		3/14/2011	
Berry Plastics Corporation	United States of America	MONOLITHIC PALLET	13/053027		3/21/2011	
Berry Plastics Corporation	United States of America	PRODUCT-DISPENSING CONTAINER WITH PRESSURIZABLE AND COLLAPSIBLE PRODUCT-STORAGE BAG	13/081371		4/6/2011	
Will be Assigned to Berry Plastics Corporation	United States of America	CANISTER	61/473624		4/8/2011	
Berry Plastics Corporation	United States of America	DRINK LID	61/475581		4/14/2011	
Berry Plastics Corporation	United States of America	TABLET PACKAGE	61/487634		5/18/2011	
Berry Plastics Corporation	United States of America	DRINK CUP	61/498415		6/17/2011	
Berry Plastics Corporation	United States of America	DRINK CUP	61/498435		6/17/2011	
Berry Plastics Corporation	United States of America	DRINK CUP	61/498455		6/17/2011	
Berry Plastics Corporation	United States of America	DRINK CUP AND LID	61/499608		6/21/2011	
Will be Assigned to Berry Plastics Corporation	United States of America	CANISTER	61/505441		7/7/2011	
Berry Plastics Corporation	United States of America	FOOD CONTAINER	29/397073		7/11/2011	
Will be Assigned to Berry Plastics Corporation	United States of America	AEROSOL DISPENSER	61/510372		7/21/2011	
Berry Plastics Corporation	United States of America	DRINK CUP LID	61/510851		7/22/2011	
Berry Plastics Corporation	United States of America	CLOSURE UNIT WITH CAP AND POUR SPOUT FOR CONTAINER NECK FINISH	13/204467		8/5/2011	

Owner Name	Country Name	Title	App No	Patent No	Filed	Issued
Berry Plastics Corporation	United States of America	CLOSURE UNIT WITH CAP AND POUR SPOUT FOR CONTAINER NECK FINISH	13/204419		8/5/2011	
Berry Plastics Corporation	United States of America	CLOSURE UNIT WITH CAP AND POUR SPOUT FOR CONTAINER NECK FINISH	13/204221		8/5/2011	
Berry Plastics Corporation	United States of America	CLOSURE UNIT WITH CAP AND POUR SPOUT FOR CONTAINER NECK FINISH	13/204371		8/5/2011	
Berry Plastics Corporation	United States of America	SEPARATION PROCESS FOR PLASTICS MATERIALS	13/204501		8/5/2011	
Berry Plastics Corporation	Patent Cooperation Treaty	SEPARATION PROCESS FOR PLASTICS MATERIALS	US2011-046749		8/5/2011	
Will be Assigned to Berry Plastics Corporation	United States of America	CONTAINER WITH DISPENSER-SUPPORTING COLLAR	61/528590		8/29/2011	
Berry Plastics Corporation	United States of America	EXPANDED POLYPROPYLENE MATERIAL FOR AN INSULATED CONTAINER	61/529632		8/31/2011	
Berry Plastics Corporation	United States of America	FOAMED BREATHABLE FILM	61/534085		9/13/2011	
Berry Plastics Corporation	United States of America	REACTIVE COMPATIBILIZED MULTI-LAYER HEAT-SHRINKABLE COATING	13/240828		9/22/2011	
Berry Plastics Corporation	Patent Cooperation Treaty	REACTIVE COMPATIBILIZED MULTI-LAYER HEAT-SHRINKABLE COATING	US2011-052775		9/22/2011	
Will be Assigned to Berry Plastics Corporation	United States of America	DRINK CUP WITH ROLLED BRIM	13/268206		10/7/2011	
Berry Plastics Corporation	United States of America	SPRAY PAINT MARKING SYSTEM WITH LOCATING OVERCAP	61/548117		10/17/2011	

Owner Name	Country Name	Title	App No	Patent No	Filed	Issued
Berry Plastics Corporation	United States of America	REINFORCED FLAME RETARDANT FILM FOR BLAST RESISTANCE PROTECTION	13/274837		10/17/2011	
Will be Assigned to Berry Plastics Corporation	United States of America	CLOSURE-SUPPORT RING FOR A CONTAINER LID	61/550073		10/21/2011	
Berry Plastics Corporation	United States of America	DRINK CUP AND LID	13/290785		11/7/2011	
Will be Assigned to Berry Plastics Corporation	United States of America	SELF-WOUND TAPE	13/312598		12/6/2011	
Will be Assigned to Berry Plastics Corporation	United States of America	PEELABLE CLOSURE FOR CONTAINER	13/327211		12/15/2011	
Will be Assigned to Berry Plastics Corporation	United States of America	PEDIATRIC DOSING DISPENSER	61/578765		12/21/2011	
Will be Assigned to Berry Plastics Corporation	United States of America	HEAT-SHRINKABLE COATING	61/582773		1/3/2012	
Will be Assigned to Berry Plastics Corporation	United States of America	PROTECTIVE COVER FOR BED ARTICLES	61/584077		1/6/2012	
Will be Assigned to Berry Plastics Corporation	United States of America	PACKAGE WITH LID SEALING SYSTEM	13/362953		1/31/2012	

Owner Name	Country Name	Title	App No	Patent No	Filed	Issued
Berry Plastics Corporation	United States of America	MULTI-LAYER STRETCH FILM	12/623377		11/21/2009	
Berry Plastics Corporation	United States of America	PACKAGE WITH FLUID-DISPENSER SYSTEM	12/606847		10/27/2009	
Berry Plastics Corporation	United States of America	MICROWAVABLE FOOD PACKAGE	12/569633		9/29/2009	
Berry Plastics Corporation	United States of America	COMPRESSION-MOLDED CLOSURE LINER	12/542569		8/17/2009	
Berry Plastics Corporation	United States of America	CHILD-RESISTANT CANISTER	12/553818		9/3/2009	

Berry Plastics Corporation	United States of America	CHILD-RESISTANT CANISTER	12/507557		7/22/2009	
Berry Plastics Corporation	United States of America	RAPID CURE COATING SYSTEM	12/499388		7/8/2009	
Berry Plastics Corporation	United States of America	BULK CONTAINER	12/492005		6/25/2009	
Berry Plastics Corporation	United States of America	PRE-STRETCHED MULTI-LAYER STRETCH FILM	12/428345		4/22/2009	

Schedule B

Owner Name	Trademark Name	Country	App Number	File Date	Reg Number/Registration Date
Berry Plastics Corporation	POLYKEN	Chile	941-691	2/21/2011	
Berry Plastics Corporation	POLYKEN	Chile	941-692	2/21/2011	
Berry Plastics Corporation	ICONIC	United States of America	85-275491 ITU application	3/24/2011	
Berry Plastics Corporation	POLYKEN	Indonesia	D002011012001	3/29/2011	
Berry Plastics Corporation	POLYKEN	Indonesia	D002011012014	3/29/2011	
Berry Plastics Corporation	AIRPROPE	United States of America	85-281326 ITU application	3/30/2011	
Berry Plastics Corporation	P PARTY PEACOCK and Design	United States of America	85-293090 ITU application	4/12/2011	
Berry Plastics Corporation	P PARTY PEACOCK and Design	United States of America	85-539957	2/10/2012	
Berry Plastics Corporation	PARTY PEACOCK	United States of America	85-321834 ITU application	5/16/2011	
Berry Plastics Corporation	P PARTY PEACOCK and Design	Canada	1530621	6/6/2011	
Berry Plastics Corporation	PARTY PEACOCK	Canada	1530623	6/6/2011	
Pliant, LLC	VITAFILM	European Community	10032944	6/9/2011	10032944
Pliant, LLC	VITASPENSER	European Community	10032911	6/9/2011	10032911
Berry Plastics Corporation	POLYKEN	Panama	201377	6/15/2011	
Berry Plastics Corporation	POLYKEN	Panama	201376	6/15/2011	
Berry Plastics Corporation	POLYKEN	Panama	201375	6/15/2011	
Berry Plastics Corporation	POLYKEN	Trinidad and Tobago	44008	7/1/2011	
Berry Plastics Corporation	RUFFIES	Canada	1548267	10/18/2011	
Berry Plastics Corporation	PARTY PEACOCK	Mexico	1232845	12/5/2011	
Berry Plastics Corporation	PARTY PEACOCK	Mexico	1232843	12/5/2011	

Berry Plastics Corporation	NATIONAL	United States of America	85-497661	12/16/2011	
Berry Plastics Corporation	STRETCH FIT	Canada	1565174	2/21/2012	
Berry Plastics Corporation	NATIONAL	Mexico	1259941	3/21/2012	
Berry Plastics Corporation	A NO NONSENSE CHOICE	United States of America	85182520 ITU application	11/22/2010	
Berry Plastics Corporation	EZCUT	United States of America	77950770	3/4/2010	4060692 11/22/2011
Berry Plastics Corporation	GARDEN WELL	United States of America	85186365	11/29/2010	4092130 1/24/2012
Berry Plastics Corporation	MARVELPEEL and Design	United States of America	77904951	1/5/2010	3818316 7/13/2010
Berry Plastics Corporation	RUFFIES	United States of America	85182521 ITU	11/22/2010	
Berry Plastics Corporation	RUFFIES	United States of America	85183608	11/23/2010	3993278 7/12/2011
Berry Plastics Corporation	RUFFIES PRO	United States of America	85183595	11/23/2010	4021890 9/6/2011
Berry Plastics Corporation	X-FLEX	United States of America	85039064	5/14/2010	4064172 11/29/2011
Berry Plastics Corporation	X-FLEX BLAST PROTECTION SYSTEM and Design	United States of America	85039101	5/14/2010	4064173 11/29/2011
Berry Plastics Corporation	FOILMASTIC	United States of America	85222391	1/20/2011	3985899 6/28/2011
Berry Plastics Corporation	CLEANDRAPE	United States of America	77593515	10/15/2008	3703220 10/27/2009
Berry Plastics Corporation	LOCK-BAND	United States of America	77586479	10/6/2008	3904814 1/11/2011
Berry Plastics Corporation	TOP DRAW	United States of America	77531478	7/25/2008	3659184 7/21/2009
Berry Plastics Corporation	TEMP COOL	United States of America	77397888	2/15/2008	
Berry Plastics Corporation	DRY STEP	United States of America	77497495	6/12/2008	3661835 7/28/2009
Berry Plastics Corporation	TWISTRAND	United States of America	77497494	6/12/2008	3740732 1/19/2010

Berry Plastics Corporation	PROFILES	United States of America	77465464	5/5/2008	3894298 12/21/2010
Berry Plastics Corporation	BLACK DIAMOND	United States of America	77435612	3/31/2008	3648485 6/30/2009
Berry Plastics Corporation	STRETCH FIT	United States of America	77409903	2/29/2008	3545555 12/9/2008
Berry Plastics Corporation	SCROLLWARE	United States of America	77386342	2/1/2008	3488504 8/19/2008
Berry Plastics Corporation	THERMO PLY TOTAL	United States of America	77837317	9/29/2009	3809815 6/29/2010
Berry Plastics Corporation	CLEAR IS THE NEW GREEN	United States of America	77867397	11/6/2009	3817188 7/13/2010
Berry Plastics Corporation	EARTHFLEX	United States of America	77/335370	11/21/2007	3828736
Berry Plastics Corporation	CUPTOPIA	United States of America	77/096516	2/1/2007	3640140
Berry Plastics Corporation	RIGHT-FIT	United States of America	77/219991	7/1/2007	3410190
Berry Plastics Corporation	I COMMIT	United States of America	77/228272	7/12/2007	3588026

Schedule C

None