

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Island Branch
Street Address:	Eleven Madison Avenue
Internal Address:	Attn: Agency Group
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	JOINT STOCK COMPANY: SWITZERLAND

Name:	Bank of America, N.A.
Street Address:	1455 Market Street, 5th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
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:	85183608	RUFFIES
Serial Number:	85183595	RUFFIES PRO
Serial Number:	85039064	X-FLEX
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

TRADEMARK

REEL: 004820 FRAME: 0847

	Brian J. McGinnis
Signature:	/bmcginnis/
Date:	07/13/2012
Total Attachments: 13 source=IP Security Agreement Supplement--Execution Version (2) 2012#page1.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page2.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page3.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page4.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page5.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page6.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page7.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page8.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page9.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page10.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page11.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page12.tif source=IP Security Agreement Supplement--Execution Version (2) 2012#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated June 13, 2012, is made by the Persons listed on the signature page hereof (each a "*Grantor*") in favor of Bank of America, N.A. ("*Bank of America*"), as collateral agent (in such capacity, the "*ABL Collateral Agent*") for the Revolving Facility Secured Parties and Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse, Cayman Islands Branch) ("*Credit Suisse*"), as collateral agent (in such capacity, the "*Term Collateral Agent*", and together with the ABL Collateral Agent, the "*Collateral Agents*") for the Term Loan Secured Parties.

WHEREAS, BERRY PLASTICS CORPORATION, a Delaware corporation (the "*Company*"), BERRY PLASTICS GROUP, INC., a Delaware corporation ("*Holdings*"), the Term Lenders, and Credit Suisse, as administrative agent for the lenders named therein (in such capacity, the "*Term Administrative Agent*") and the Term Collateral Agent have entered into that Second Amended and Restated 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 Credit Agreement*") and Holdings, the Company each Subsidiary of the Company party thereto, Bank of America, as administrative agent (in such capacity, the "*Revolving Administrative Agent*"), the ABL Collateral Agent, the ABL Lenders, and the other agents thereto are parties to an Amended and Restated Revolving Credit Agreement dated as of April 3, 2007 (as amended by Amendment No. 1 to the Amended and Restated Credit Agreement dated as of December 14, 2007, Amendment No. 2 to the Amended and Restated Credit Agreement dated as of January 11, 2008 and Amendment No. 3 to the Amended and Restated Credit Agreement dated as of June 28, 2011 and as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Revolving Credit Agreement*" and, together with the Term Credit Agreement, the "*Credit Agreements*").

WHEREAS, (i) Holdings, the Company, each subsidiary of the Company party thereto and the Collateral Agents are party to that certain Second Amended and Restated First Lien Guarantee and Collateral Agreement dated as of April 3, 2007 made by each Grantor and such other Persons to the Collateral Agents (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Collateral Agreement*"); and (ii) Holdings, the Company, the subsidiaries of the Company party thereto and the Collateral Agents are party to that certain Second Amended and Restated First Lien Intellectual Property Security Agreement dated April 3, 2007, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"). Terms defined in the IP Security Agreement and not otherwise defined herein are used herein as defined in the Collateral Agreement.

WHEREAS, under the terms of the Collateral Agreement, each Grantor has granted to the Collateral Agents and their respective successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in certain intellectual property of such Grantor and has agreed to execute this IP Security Agreement Supplement 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, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) 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*");

(iii) 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*");

(iv) 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;

(v) 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

(vi) 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 foregoing 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 Supplement 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 Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement 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 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 Supplement is in conflict with the Collateral Agreement any Credit Agreement, the Second Amended and Restated Senior Lender Priority and Intercreditor Agreement, dated as of February 5, 2008, 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 (the “**Senior Lender Intercreditor Agreement**”) or the Second Amended and Restated Intercreditor Agreement, dated as of February 5, 2008, 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), U.S. Bank National Association as Second Priority Notes Trustee (as defined therein), Holdings, the Company and certain subsidiaries of the Company party thereto (the “**Second Priority Intercreditor Agreement**”), and each of the Senior Lender Intercreditor Agreement and the Second Priority Intercreditor Agreement, an “**Intercreditor Agreement**”), the provisions of the Collateral Agreement, the applicable Credit Agreement or the applicable Intercreditor Agreement, as the case may be, shall govern.

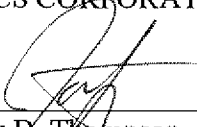
SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Execution in counterparts and Effectiveness. This IP Security Agreement Supplement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. This IP Security Agreement Supplement shall become effective when (a) each Collateral Agent shall have received a counterpart of this IP Security Agreement Supplement that bears the signature of each Grantor and (b) each Collateral Agent has executed a counterpart hereof.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement 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 IP Security Agreement Supplement]

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