

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rexam Closures LLC		05/29/2012	CORPORATION: NORTH CAROLINA
Rexam Closure Systems LLC		05/29/2012	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Berry Plastics Corporation
<b>Street Address:</b>	P.O. Box 959
<b>City:</b>	Evansville
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	47706-0959
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	3308135	FLIP LOK
Registration Number:	1651504	TILT-TOP
Registration Number:	2865536	DISPENSE-A-SEAL
Registration Number:	3339254	SNAP LOK
Registration Number:	1352840	PLAS TOP
Registration Number:	1409448	FLEX-BAND
Registration Number:	1469088	CHEM-LOC
Registration Number:	2989763	TAB-LOC
Registration Number:	1809209	FLEX LOC
Registration Number:	1794306	POL-E-LOC
Registration Number:	1978648	EASYSEAL
Registration Number:	2190194	SECURE LOC
Registration Number:	2997827	CONTOUR

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Registration Number:	3195407	EASYFLOW
Registration Number:	2927230	AUTO-LOC
Registration Number:	3591278	AQUARIUS
Registration Number:	3420828	SECURSEAL
Registration Number:	3350793	FRESHSEAL
Registration Number:	3595288	THERMA
Registration Number:	3631883	OPTISEAL
Registration Number:	3778408	DUAL-LOC

**CORRESPONDENCE DATA**

Fax Number: 3127595646  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 3123571313  
Email: maburto@btlaw.com  
Correspondent Name: BARNES & THORNBURG LLP  
Address Line 1: P.O. Box 2786  
Address Line 4: Chicago, ILLINOIS 60690-2786

NAME OF SUBMITTER:	Brian J. McGinnis
Signature:	/Brian J. McGinnis/
Date:	08/20/2013

Total Attachments: 4  
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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

Dated May 29, 2012

Assignment and Assumption Agreement (this "Agreement"), dated as of May 29, 2012, by and among Rexam Closures LLC ("RCLLC") and Rexam Closure Systems LLC ("RCSLLC"), and Berry Plastics Corporation ("BERRY").

**RECITALS**

WHEREAS, Rexam Inc., RCCI, RCSI, RCLLC, RCSLLC, Rexam Plastic Packaging Inc., Rexam Brazil Closure Inc., Rexam Beverage Can South America S.A. and Berry Plastics Corporation have executed an Equity Purchase Agreement ("EPA") dated September 1, 2011; and

WHEREAS, pursuant to the terms of the EPA, RCLLC wishes to transfer any and all of its US and Foreign intellectual property rights listed on Schedule 1 ("RCLLC IP") to BERRY; and

WHEREAS, pursuant to the terms of the EPA, RCSLLC wishes to transfer any and all of its US and Foreign intellectual property rights listed on Schedule 2 ("RCSLLC IP") to BERRY; and

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of RCLLC IP. RCLLC hereby assigns, conveys and transfers to BERRY all its right, title and interest in and to the RCLLC IP and BERRY hereby accepts such assignment, conveyance and transfer from RCLLC.

2. Assignment of RCSLLC IP. RCSLLC hereby assigns, conveys and transfers to BERRY all its right, title and interest in and to the RCSLLC IP and BERRY hereby accepts such assignment, conveyance and transfer from RCSLLC.

3. Miscellaneous.

a. Each of the parties hereto represents and warrants to each other that (i) it has the requisite power, and has been authorized by all requisite action, to execute and deliver this Agreement and to perform its respective obligations hereunder, and (ii) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

Assignment and Assumption Agreement

b. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

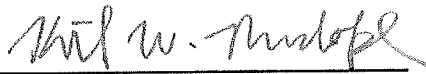
c. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

d. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

Acknowledged and agreed to by:

REXAM CLOSURES LLC.  
and REXAM CLOSURE SYSTEMS LLC

By:   
Name: Kirk W. Rudolph  
Title: Corporate Counsel

**Schedule 1, Intellectual Property of Rexam Closures and Containers Inc., Registered Trademarks and Trademark Applications**

Case Reference	Trademark	Country	Registration	Current Status	Next Renewal Due
1	TMK-00611-US TILT-TOP	US	23 Jul 1991	Renewal	23 Jul 2011
2	TMK-00604-US DISPENSE-A-SEAL	US	20 Jul 2004	Registration	20 Jul 2014
3	TMK-00605-US FLIP LOK	US	09 Oct 2007	Registration	09 Oct 2017
4	TMK-00607-US SNAP LOK	US	20 Nov 2007	Registration	20 Nov 2017

**Schedule 2. Intellectual Property of Rexam Closure Systems Inc., Registered Trademarks and Trademark Applications**

	Family Number	Trademark	Country	Application/Registration No.	Current Status
1	TMK-00356	PLASTOP	BR	4757564	Registration
2	TMK-00356	PLASTOP	US	1352840	Renewal
3	TMK-00380	FLEX-BAND	US	1409448	Renewal
4	TMK-00391	CHEM-LOC	US	1469088	Renewal
5	TMK-00432-2	TAB-LOC	US	2989763	Registration
6	TMK-00437	FLEX LOC	BR	825179742	Filing
7	TMK-00437	FLEX LOC	CO	07032742	Registration
9	TMK-00437	FLEX LOC	US	1809209	Renewal
10	TMK-00437	FLEX LOC	VE	P-293723	Registration
11	TMK-00438	POL-E-LOC	US	1794306	Renewal
12	TMK-00441	EASYSEAL	US	1978648	Renewal
13	TMK-00463	SECURE LOC	US	2190194	Renewal
14	TMK-00489	CONTOUR	CA	585657	Registration
15	TMK-00489	CONTOUR	ID	473026	Renewal
16	TMK-00489	CONTOUR	MX[1]	817409	Registration
17	TMK-00489	CONTOUR	NZ	610801	Renewal
18	TMK-00489-1	CONTOUR	US	2997827	Registration
19	TMK-00501	EASYFLOW	US	3195407	Registration
20	TMK-00501	EASYFLOW	ZA	2006/25266	Registration
21	TMK-00501	EASYFLOW	ZA[1]	2006/25267	Registration
22	TMK-00503	AUTO-LOC	US	2927230	Registration
23	TMK-00508	AQUARIUS	US	3591278	Filing
24	TMK-00513	SECURSEAL	US	3420828	Registration
25	TMK-00515	FRESHSEAL	US	3350793	Registration
26	TMK-00516	THERMA	US	3595288	Registration
27	TMK-00521	OPTISEAL	US	3631883	Registration
28	TMK-00600	DUAL-LOC	BR	830376364	Filing
29	TMK-00600	DUAL-LOC	US	3778408	Registration

**TRADEMARK**