

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
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<p>Fax Number: 3127595646</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 3123571313</p> <p>Email: maburto@btlaw.com</p> <p>Correspondent Name: BARNES & THORNBURG LLP</p> <p>Address Line 1: P.O. Box 2786</p> <p>Address Line 4: Chicago, ILLINOIS 60690-2786</p>																											
NAME OF SUBMITTER:	Brian J. McGinnis																										
Signature:	/Brian J. McGinnis/																										
Date:	08/20/2013																										
<p>Total Attachments: 3</p> <p>source=20130612111844#page1.tif</p> <p>source=20130612111844#page2.tif</p> <p>source=20130612111844#page3.tif</p>																											

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ASSIGNMENT AND ASSUMPTION AGREEMENT

Dated June 1, 2012

Assignment and Assumption Agreement (this "Agreement"), dated as of May 29, 2012, by and among Delta Plastics, a/k/a BPRex Delta, Inc., f/k/a Rexam Delta, Inc. ("DELTA") and Berry Plastics Corporation ("BERRY").

RECITALS

WHEREAS, Rexam Inc., RCCI, RCSI, RCLLC, RCSLLC, DELTA, 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, DELTA wishes to transfer any and all of its US and Foreign intellectual property rights listed on Schedule 1 ("DELTA 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 DELTA IP. DELTA hereby assigns, conveys and transfers to BERRY all its right, title and interest in and to the DELTA IP and BERRY hereby accepts such assignment, conveyance and transfer from DELTA.

2. 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.

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

Assignment and Assumption Agreement

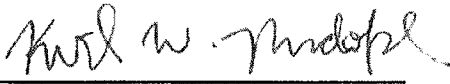
c. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

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:

DELTA PLASTIC a/k/a BPREX DELTA, INC.
f/k/a REXAM DELTA, INC.

By: 

Name: Kirk W. Rudolph

Title: Corporate Counsel

Schedule 4.20, Intellectual Property of Rexam Delta Inc., Registered Trademarks and Trademark Applications

Case Reference	Trademark	Country	Registration	Current Status	Next Renewal Due
1 TMK-00603-US	DELTOP	US	21 Mar 2000	Registration	21 Mar 2020