

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berry Plastics Corporation		09/27/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Waddington North America, Inc.		
Street Address:	6 Stuart Road		
City:	Chelmsford		
State/Country:	MASSACHUSETTS		
Postal Code:	01824		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4038849	LEGACY	
Registration Number:	2779618	LEGACY	
Registration Number:	3591944	MINIWARE	
Registration Number:	2792921	OPULENCE	
Registration Number:	2789749	PARTY BASICS	
Registration Number:	3491083	PRESTIGE	
Registration Number:	3894298	PROFILES	
Registration Number:	4302865	PARTY ACCENTS	
CORRESPONDENCE DATA			
Fax Number:	6038864796		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6038866100		
Email:	trademarks@mcr-ip.com		
Correspondent Name:	Maine Cernota & Rardin		
Address Line 1:	547 Amherst Street, 3rd Floor		
Address Line 4:	Nashua, NEW HAMPSHIRE 03063		
ATTORNEY DOCKET NUMBER:	WNA056-TM THRU WNA063-TM		
NAME OF SUBMITTER:	Andrew P. Cernota		
SIGNATURE:	/Andrew P. Cernota, Reg. No. 52,711/		

OP \$215.00 4038849

DATE SIGNED:	04/30/2014
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 27th day of September, 2013, ("Effective Date"), by and between **BERRY PLASTICS CORPORATION**, a Delaware corporation ("Assignor"), and **WADDINGTON NORTH AMERICA, INC.**, a Massachusetts corporation ("Assignee").

WHEREAS, Assignor, Assignee, and WNA American Plastic Industries, Inc., a Delaware corporation, are parties to that certain Asset Purchase Agreement dated as of September 27, 2013, pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and trademark applications and the foreign trademark registrations and trademark applications set forth on Schedule A attached hereto, together with all goodwill associated with any of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the Assignee and owner of the Marks.

Assignor shall take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the

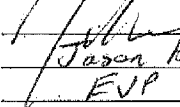
rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement, dilution or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 22TH day of September, 2013.

ASSIGNOR:

BERRY PLASTICS CORPORATION

By: 
Name: Jason K. Green
Title: EVP

ASSIGNEE:

WADDINGTON NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

WNA Trademark Assignment

TRADEMARK
REEL: 005270 FRAME: 0611

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 27th day of September, 2013.

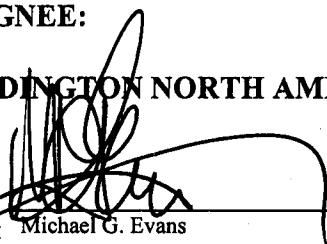
ASSIGNOR:

BERRY PLASTICS CORPORATION

By: _____
Name: _____
Title: _____

ASSIGNEE:

WADDINGTON NORTH AMERICA, INC.

By: 
Name: Michael G. Evans
Title: President and Chief Executive Officer

WNA Trademark Assignment

TRADEMARK
REEL: 005270 FRAME: 0612

SCHEDULE A

Trademark Name	Country	Class	Status	Application Number	Filing Date	Registration Number	Registration Date
LEGACY	United States of America	08 Int.	Registered	77-515714	7/7/2008	4038849	10/11/2011
LEGACY	United States of America	21 Int.	Registered	78-177778	10/24/2002	2779618	11/4/2003
MINIWARE	United States of America	11 Int.	Registered	77-160421	4/19/2007	3591944	3/17/2009
OPULENCE	United States of America	21 Int.	Registered	78-104745	1/25/2002	2792921	12/9/2003
PARTYBASICS and Design	United States of America	21 Int.	Registered	78-097144	12/7/2001	2789749	12/2/2003
PRESTIGE	United States of America	21 Int.	Registered	77-081895	1/12/2007	3491083	8/26/2008
PROFILES	United States of America	08 Int.	Registered	77-465464	5/5/2008	3894298	12/21/2010
PROFILES	United States of America	21 Int.	Registered	78-088952	10/18/2001	2578913	6/11/2002
PARTY ACCENTS	United States of America	21 Int.	Registered	85-681603	7/19/2012	4302865	3/12/2013