

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327197

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BERRY PLASTICS CORPORATION		12/12/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	100 WALL STREET		
<b>Internal Address:</b>	SUITE 1600		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85758780	BARRICADE	
<b>Serial Number:</b>	85843485	BI-BO	
<b>Serial Number:</b>	85843514	BI-BO	
<b>Serial Number:</b>	86241397	BULLSEYE	
<b>Serial Number:</b>	86241393	BULLSEYE	
<b>Serial Number:</b>	86195985	CRAVE CUP	
<b>Serial Number:</b>	85716844	DRIBULK CONTAINER LINERS	
<b>Serial Number:</b>	85605118	GRABABOWL	
<b>Serial Number:</b>	86226469		
<b>Serial Number:</b>	85913237	KIDISH	
<b>Serial Number:</b>	85967812	MARVEL	
<b>Serial Number:</b>	85799749	MARVELCOTE-E	
<b>Serial Number:</b>	85734315	NUSEAL	
<b>Serial Number:</b>	86186785	PARTY PEACOCK	
<b>Serial Number:</b>	85779832	PURE FLEXX	
<b>Serial Number:</b>	86158466	QUBIC	
<b>Serial Number:</b>	85666953	SHADOWLASTIC	
<b>Serial Number:</b>	86226129	SUPER TOUGH IRONFORCE	
<b>TRADEMARK</b>			

CH \$590.00 85758780

Property Type	Number	Word Mark
Serial Number:	85822648	UNITY
Serial Number:	85698444	VERSALITE
Serial Number:	85758768	VERSALITE
Serial Number:	85758777	VL
Serial Number:	85981770	VL

**CORRESPONDENCE DATA**

Fax Number: 3127595646  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-357-1313  
Email: msweetin@btlaw.com  
Correspondent Name: MARK J. NAHNSEN  
Address Line 1: BARNES & THORNBURG LLP  
Address Line 2: P.O. BOX 2786  
Address Line 4: CHICAGO, ILLINOIS 60690-2786

ATTORNEY DOCKET NUMBER:	5723-215411
NAME OF SUBMITTER:	Mark J. Nahnsen, Reg. No. 51093
SIGNATURE:	/Mark J. Nahnsen/
DATE SIGNED:	12/23/2014

**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 December 12, 2014 (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 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”), the Company has issued the 9.75% Second Priority Senior Secured Notes due 2021 (the “November 2010 Notes”) and (b) the indenture dated as of May 12, 2014, 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 “May 2014 Indenture”, and together with the November 2010 Indenture, the “Indentures”), the Company has issued the 5.50% Second Priority Senior Secured Notes due 2022 (the “May 2014 Notes”, and together with the November 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 Revolving Credit Agreement (as defined in the May 2014 Indenture), the Term Loan Credit Agreement (as defined in the May 2014 Indenture) or the Intercreditor Agreement (as defined in the May 2014 Indenture), the provisions of the Collateral Agreement, the Indentures, the Revolving Credit Agreement, the Term Loan Credit Agreement, or the Intercreditor Agreement, as the case may be, shall govern.

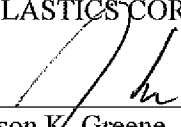
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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 (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

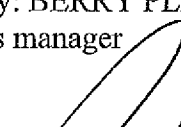
By:  \_\_\_\_\_

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary

PLIANT, LLC

By: BERRY PLASTICS CORPORATION,  
its manager

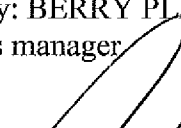
By:  \_\_\_\_\_

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary

COVALENCE SPECIALITY ADHESIVES LLC


By: BERRY PLASTICS CORPORATION,  
its manager

By:  \_\_\_\_\_

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary

BPREX HEALTHCARE PACKAGING INC.

By:  \_\_\_\_\_

Name: Jason K. Greene

Title: Executive Vice President, General Counsel and Secretary

[Signature Page to Second Lien IP Security Agreement]

## Schedule A

### U.S. PATENTS AND PATENT APPLICATIONS

Owner Name	Title	Application No.	Filed	Patent No.	Issued
Berry Plastics Corporation	CANISTER	13/441488	04/06/2012	8651312	02/18/2014
Berry Plastics Corporation	WATER-BASED NON-SILICONE ADHESIVE TAPE FOR SKIS	13/500964	04/09/2012		
Berry Plastics Corporation	CUP LID	13/448050	04/16/2012		
Berry Plastics Corporation	TABLET PACKAGE	13/475066	05/18/2012		
Berry Plastics Corporation	INSULATED CONTAINER	13/491007	06/07/2012		
Berry Plastics Corporation	POLYMERIC MATERIAL FOR AN INSULATED CONTAINER	13/491327	06/07/2012		
Berry Plastics Corporation	INSULATED SLEEVE FOR A CUP	13/526417	06/18/2012		
Berry Plastics Corporation	INSULATED CONTAINER WITH MOLDED BRIM	13/525640	06/18/2012		
Berry Plastics Corporation	PROCESS FOR FORMING AN INSULATED CONTAINER HAVING ARTWORK	13/526444	06/18/2012	8715449	05/06/2014
Berry Plastics Corporation	PROCESS FOR FORMING AN INSULATED CONTAINER HAVING ARTWORK	13/526454	06/18/2012		
Berry Plastics Corporation	CANISTER	13/544753	07/09/2012		
Berry Plastics Corporation	DRINK CUP LID	13/554771	07/20/2012	8616405	12/31/2013
Berry Plastics Corporation	TAMPER-EVIDENT CLOSURE WITH DIRECTIONAL MOLDED RETENTION TABS	13/571449	08/10/2012	8584874	11/19/2013
Berry Plastics Corporation	CLOSURE WITH LINEAR SEAL VENTS	13/571520	08/10/2012		
Berry Plastics Corporation	SPRAY PAINT MARKING SYSTEM WITH LOCATING DISPENSER GUARD	13/653949	10/17/2012		
Berry Plastics Corporation	PROCESS FOR MOLDING A CLOSURE-SUPPORT RING OF A CONTAINER LID	13/657425	10/22/2012		
Berry Plastics Corporation	PACKAGE WITH LID SEALING SYSTEM	13/661704	10/26/2012		
Berry Plastics Corporation	PACKAGE WITH LID-SEALING SYSTEM	13/693832	12/04/2012	8713898	05/06/2014
Berry Plastics Corporation	PEDIATRIC DOSING DISPENSER	13/722674	12/20/2012		
Berry Plastics Corporation	HEAT-SHRINKABLE TUBE COVERING	13/732950	01/02/2013		
Berry Plastics Corporation	TAMPER-EVIDENT CONTAINER CLOSURE WITH FLIP-TOP CAP	13/767684	02/14/2013	8584875	11/19/2013
Berry Plastics Corporation	DISPENSING VALVE	13/793749	03/11/2013		
Berry Plastics Corporation	PACKAGE	13/847929	03/20/2013		
Berry Plastics Corporation	DRINK CUP LID	13/869668	04/24/2013		
Berry Plastics Corporation	PEELABLE FILM FOR PACKAGING	13/892147	05/10/2013		
Berry Plastics Corporation	MICROWAVABLE FROZEN FOOD PACKAGE	13/918283	06/14/2013		
Berry Plastics Corporation	CUP-FORMING PROCESS AND MACHINE	13/961411	08/07/2013		
Berry Plastics Corporation	CLOSURE FOR CONTAINER	61/863279	08/07/2013		

Owner Name	Title	Application No.	Filed	Patent No.	Issued
Berry Plastics Corporation	DRINK CUP LID	61/869447	08/23/2013		
Berry Plastics Corporation	PROCESS FOR FORMING FILM	14/014966	08/30/2013		
Berry Plastics Corporation	CONTAINER AND PROCESS FOR MAKING THE SAME	61/872183	08/30/2013		
Berry Plastics Corporation	ADHESIVE TAPE	61/888369	10/08/2013		
Berry Plastics Corporation	CONTAINER	29/472732	11/15/2013		
Berry Plastics Corporation	PACKAGE	61/904618	11/15/2013		
Berry Plastics Corporation	CONTAINER FORMING PROCESS	14/108142	12/16/2013		
Berry Plastics Corporation	CELLULAR POLYMERIC MATERIAL	14/108110	12/16/2013		
Berry Plastics Corporation	PROCESS FOR FORMING AN INSULATED CONTAINER HAVING ARTWORK	14/161328	01/22/2014		
Berry Plastics Corporation	BEVERAGE BREWING PACKAGE	14/165105	01/27/2014		
Berry Plastics Corporation	PEELABLE FILM FOR CONTAINER LID	14/211969	03/14/2014		
Berry Plastics Corporation	DRINK CUP LID	14/214236	03/14/2014		
Berry Plastics Corporation	PACKAGE WITH LID-SEALING SYSTEM	14/245237	04/04/2014		
BPRex Healthcare Packaging Inc.	INJECTION BLOW MOLDING MACHINE-STACKED MOLDS	08/388928	02/15/95	5552105	
BPRex Healthcare Packaging Inc.	Child resistant reminder closure	08/451613	5/26/1995	5678712	10/21/1997
BPRex Healthcare Packaging Inc.	SQUEEZE-AND-TURN C/R PKG	08/594095	01/30/96	5687863	
BPRex Healthcare Packaging Inc.	INJECTION BLOW MOLDING MACHINE-STACKED MOLDS	08/599917	02/12/96	5662945	
BPRex Healthcare Packaging Inc.	Dispensing Closure For Sealed Enteral Fluid Containers ( mejo enteral feeder closure)	08/706253	09/04/96	5782383	
BPRex Healthcare Packaging Inc.	Child-Resistant Closure and Container (squeeze tab single shell) (sq tab inside bottle lug)	08/766527	12/13/96	5722546	
BPRex Healthcare Packaging Inc.	Child resistant cap	08/781410	1/10/1997	6102223	8/15/2000
BPRex Healthcare Packaging Inc.	Closure Cap Having an Unpleasant Tasting Coating (bad tasting CR cap coating)	08/851905	05/06/97	5816421	
BPRex Healthcare Packaging Inc.	Safety Closure and Container Assembly (horizontal slotted sidewall sq and turn - earlier version of Clorox one pc)	08/861793	05/22/97	5836466	
BPRex Healthcare Packaging Inc.	Double-Shell Closure Having an Arcuate Groove (Top Coring as used in Low Profile SqLk) (Low Profile Squeeze Lik top groove)	08/862077	05/22/97	5836467	
BPRex Healthcare Packaging Inc.	Squeeze and Turn Child Resistant Closure with Tamper Indicating Band (TI webs at 45 degree angle to squeeze points on single shell CR)	08/947343	10/08/97	5927527	



Owner Name	Title	Application No.	Filed	Patent No.	Issued
BPRex Healthcare Packaging Inc.	Closure Having Back-Angled Lugs (low profile sq lok-inside lugs reverse angle back into wall)	08/949629	10/14/97	6152315	
BPRex Healthcare Packaging Inc.	Security Closure [Safety Closure Having an Internal Locking Lug (as amended)]	08/992422	12/17/97	5988412	
BPRex Healthcare Packaging Inc.	T/E SQUEEZE AND TURN C/R CLOSURE	09/006993	01/14/98	5918752	
BPRex Healthcare Packaging Inc.	Safety Dispenser (CR one at a time pill dispenser box)	09/023495	02/13/98	5954228	
BPRex Healthcare Packaging Inc.	USE OF WEBS IN DOUBLE-WALLED SQUEEZE & TURN CLOSURE	09/060263	04/15/98	5915576	
BPRex Healthcare Packaging Inc.	Large Diameter Safety Closure	09/075079	05/08/98	5921417	
BPRex Healthcare Packaging Inc.	PIERCE AND CUT CLOSURE	09/198253	11/24/98	6039198	
BPRex Healthcare Packaging Inc.	DESIGN OF TALL ARGUS-LOC OUTER	29/105252	05/15/99	D427070	
BPRex Healthcare Packaging Inc.	Safety Closure with Tamper Resistant Locking Tab and Method and Apparatus for Making Same	09/371308	08/10/99	6279766	
BPRex Healthcare Packaging Inc.	SQUEEZE AND TURN CLOSURE	09/416303	10/12/99	6112921	
BPRex Healthcare Packaging Inc.	PIERCE AND CUT CLOSURE	09/464810	12/17/99	6182845	
BPRex Healthcare Packaging Inc.	Child-resistant medication compact	09/495272	1/31/2000	6173838	1/16/2001
BPRex Healthcare Packaging Inc.	Child resistant pill dispensing package	09/545846	4/7/2000	6364155	4/2/2002
BPRex Healthcare Packaging Inc.	Closure Having Back-Angled Lugs	09/583627	05/31/00	6343705	
BPRex Healthcare Packaging Inc.	COTTON ELIMINATOR	09/619091	07/19/00	6398051	
BPRex Healthcare Packaging Inc.	Child Resistant Flip Top Closure	09/692787	10/20/00	6431380	
BPRex Healthcare Packaging Inc.	PRESERVATIVE FREE CLOSURE	09/776357	02/02/01	6325253	
BPRex Healthcare Packaging Inc.	6CC AND 12CC SYRINGE	09/826584	04/05/01	6494866	
BPRex Healthcare Packaging Inc.	Safety Closure and Container (CR Tube Cap)	09/859068	05/16/01	6378713	
BPRex Healthcare Packaging Inc.	One Hand Opening Child Resistant Blister Pack Container (Blister Pack Container)	09/883559	06/18/01	6679381	
BPRex Healthcare Packaging Inc.	C/R CLOSURE WITH FLEXIBLE RING AND INTERLOCKING LUGS	09/982249	10/16/01	6848590	

Owner Name	Title	Application No.	Filed	Patent No.	Issued
BPRex Healthcare Packaging Inc.	DESIGN OF LOGO FOR CLOSURE	29/153301	01/03/02	D470051	
BPRex Healthcare Packaging Inc.	C/R OVERCAP - ORIENTED SNAP CAP	10/058440	01/28/02	6758358	
BPRex Healthcare Packaging Inc.	COTTON ELIMINATOR	10/094753	03/11/02	6619494	
BPRex Healthcare Packaging Inc.	Safety Closure and Container (polyseal/scope)	10/205971	07/15/02	RE38399	
BPRex Healthcare Packaging Inc.	Child Resistant Closure and Container	10/196434	07/16/02	6763960	
BPRex Healthcare Packaging Inc.	6CC AND 12CC SYRINGE	10/236241	09/06/02	6767494	
BPRex Healthcare Packaging Inc.	PICTOGRAM FOR SQUEEZE AND TURN CLOSURE	29/167174	09/09/02	D476563	
BPRex Healthcare Packaging Inc.	PRESERVATIVE FREE CLOSURE	10/287841	11/04/02	6896151	
BPRex Healthcare Packaging Inc.	PICTOGRAM FOR SQUEEZE AND TURN CLOSURE	29/177529	03/10/03	D481948	
BPRex Healthcare Packaging Inc.	MayNTAIN CORE RODTEMPERATURE USING CONDITIONED AIR	10/675622	09/30/03	7972130	
BPRex Healthcare Packaging Inc.	SPRING-LOC CLOSURE W/NEW LUG DESIGN	10/727823	12/03/03	7819264	
BPRex Healthcare Packaging Inc.	SQUEEZE AND TURN PACKAGE	29/195355	12/09/03	D528419	
BPRex Healthcare Packaging Inc.	FLUORESCING LOGO/DESIGN ON MLX CONTAINER	10/793523	03/03/04	7253422	
BPRex Healthcare Packaging Inc.	Closure with Liner Cutter (63mm SQLOK Liner Cutter (foil cutter) Double Shell Closure with Liner Cutter)	10/832914	04/27/04	7410071	
BPRex Healthcare Packaging Inc.	SQUEEZE AND TURN CLOSURE (DUAL-LOC W/SHELF ON TAB)	10/965553	10/13/04	7641064	
BPRex Healthcare Packaging Inc.	CR HINGED FLEX-SIDE CLOSURE	10/975689	10/27/04	7451896	
BPRex Healthcare Packaging Inc.	CR HINGED TAB-INTERLOCKED CLOSURE AND FINISH	11/062177	02/18/05	7735665	
BPRex Healthcare Packaging Inc.	HOOK-SHAPED IV BOTTLE HANGER	29/224929	03/08/05	D551980	
BPRex Healthcare Packaging Inc.	I.D. OR LOGO ON IBM BOTTLE PUSH-UP	11/129524	05/13/05	7455808	
BPRex Healthcare Packaging Inc.	CR BLISTER COMPACT	11/190032	07/26/05	7549541	
BPRex Healthcare Packaging Inc.	OVAL SNAP-ON HINGED CLOSURE	11/285245	11/22/05	8308004	
BPRex Healthcare Packaging Inc.	CHILD-RESISTANT CLOSURE TAB	11/285597	11/22/05	7721907	

Owner Name	Title	Application No.	Filed	Patent No.	Issued
BPRex Healthcare Packaging Inc.	RFID Tag Used to Replace Induction Seal	11/348886	02/07/06	7388506	
BPRex Healthcare Packaging Inc.	METHOD OF MANUFACTURING A CONTAINER WITH A PREFORMED HOUSING FOR A RFID TAG	11/348662	02/07/06	8097199	
BPRex Healthcare Packaging Inc.	Mechanical RFID Tag with Improved Induction Seal	11/348885	02/07/06	7342501	
BPRex Healthcare Packaging Inc.	Slide Rails and Friction Surfaces for Closure	11/278185	03/31/06	8109396	
BPRex Healthcare Packaging Inc.	Friction Surface for Push and Turn Child Resistant Closure	11/278190	03/31/06	7815061	
BPRex Healthcare Packaging Inc.	Non-Removable Closure with Integral RFID	11/382076	05/08/06	7772981	
BPRex Healthcare Packaging Inc.	TE BOX W/CR SIDE LATCH	11/450835	06/09/06	7874440	
BPRex Healthcare Packaging Inc.	TWO PIECE SHELL/TRAY MED BOX PACKAGE	11/450768	06/09/06	8091709	
BPRex Healthcare Packaging Inc.	SQUEEZE AND TURN PACKAGE	29/261524	06/15/06	D541159	
BPRex Healthcare Packaging Inc.	Closure having RFID and Foil	11/462418	08/04/06	7973664	
BPRex Healthcare Packaging Inc.	CHILD-RESISTANT HINGED CLOSURE	29/266645	09/26/06	D540678	
BPRex Healthcare Packaging Inc.	BLOW MOLD RFID DISC INTO PLASTIC CONTAINER BASE	11/595059	11/10/06	7922961	
BPRex Healthcare Packaging Inc.	RFID DISC DESIGN FOR EMBEDDED PROCESSING	11/595372	11/10/06	7586417	
BPRex Healthcare Packaging Inc.	RFID ENABLED CONTAINER MANUFACTURING METHOD	11/607523	12/01/06	7850893	
BPRex Healthcare Packaging Inc.	SNAP-ATTACH ENCAPSULATED RFID DISC	11/607524	12/01/06	7875227	
BPRex Healthcare Packaging Inc.	Flip-Top Dispensing System with a Child Resistant Latch Mechanism	11/754471	05/29/07	7861873	
BPRex Healthcare Packaging Inc.	UV BRIGHTENER AS SECURITY FEATURE	12/075642	03/13/08	8212226	
BPRex Healthcare Packaging Inc.	Ratchet Push and Turn Child Resistant Closure	12/100601	04/10/08	7988003	
BPRex Healthcare Packaging Inc.	Closure with Stopping Mechanism	12/208943	09/11/08	8123058	
BPRex Healthcare Packaging Inc.	Closure with Stopping Mechanism	12/208928	09/11/08	8079483	
BPRex Healthcare Packaging Inc.	DESIGN OF A CONTAINER	29/326035	10/10/08	D619007	
BPRex Healthcare Packaging Inc.	Squeeze-and-Turn Child Resistant Closure	29/328513	11/25/08	D607326	

Owner Name	Title	Application No.	Filed	Patent No.	Issued
BPRex Healthcare Packaging Inc.	Squeeze-and-Turn Child Resistant Closure	29/328515	11/25/08	D589794	
BPRex Healthcare Packaging Inc.	2-Piece CR Closure with Detent and Click Features	12/499126	07/08/09	8186526	
BPRex Healthcare Packaging Inc.	2-Piece Child-Resistant Closure with Top Ribs	12/636070	12/11/09	8534476	
BPRex Healthcare Packaging Inc.	Flip-Top Dispensing System with a Child Resistant Latch Mechanism	12/689109	01/18/10	8292101	
BPRex Healthcare Packaging Inc.	Clic-Loc Child-Resistant Closure with Vents	12/770843	04/30/10	8474634	
BPRex Healthcare Packaging Inc.	MULTILAYER PLASTIC VIAL FOR STORAGE OF LYOPHILIZED PRODUCTS	12/791229	06/01/10	8603063	
BPRex Healthcare Packaging Inc.	2-Piece CR Closure with Side Springs and Detents	12/959509	12/03/10		
Pliant, LLC	MD STRETCH LAMINATE HAVING CD STRETCH	13/590909	08/21/2012		
Pliant, LLC	FILMS AND METHODS FOR MAKING TAMPERING EVENTS EVIDENT	13/951305	07/25/2013		
Pliant, LLC	HERMETIC PACKAGES WITH LASER SCORED VENT SYSTEMS	14/179818	02/13/2014		
BPRex Healthcare Packaging Inc.	Container having fluorescent indicia	10/789875	2/27/2004	7357967	4/15/2008
BPRex Healthcare Packaging Inc.	Threaded child-resistant package having linerless closure	10/799115	3/11/2004	7527159	5/5/2009
BPRex Healthcare Packaging Inc.	Child-resistant closure and container package	1/447633	6/6/2006	7819265	10/26/2010
BPRex Healthcare Packaging Inc.	Closure and package with RFID kernel tag and boost antenna	11/818364	6/14/2007	8120484	2/21/2012

## Schedule B

### U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
Berry Plastics Corporation	BARRICADE	85/758780	10/19/2012		
Berry Plastics Corporation	BI-BO	85/843485	02/07/2013		
Berry Plastics Corporation	BI-BO & Design	85/843514	02/07/2013		
Berry Plastics Corporation	BULLSEYE	86/241397	04/03/2014		
Berry Plastics Corporation	BULLSEYE & DESIGN	86/241393	04/03/2014		
Berry Plastics Corporation	CRAVE CUP	86/195985	02/18/2014		
Berry Plastics Corporation	DRIBULK CONTAINER LINERS and Design	85/716844	08/30/2012		
Berry Plastics Corporation	GRABABOWL	85/605118	04/23/2012		
Berry Plastics Corporation	I BEAM Design	86/226469	03/19/2014		
Berry Plastics Corporation	KIDISH	85/913237	04/24/2013		
Berry Plastics Corporation	MARVEL	85/967812	06/24/2013		
Berry Plastics Corporation	MARVELCOTE-E	85/799749	12/11/2012	4507066	04/01/2014
Berry Plastics Corporation	NUSEAL	85/734315	09/20/2012		
Berry Plastics Corporation	PARTY PEACOCK	86/186785	02/06/2014		
Berry Plastics Corporation	PURE FLEXX	85/779832	11/15/2012		
Berry Plastics Corporation	QUBIC	86/158466	01/06/2014		
Berry Plastics Corporation	SHADOWLASTIC	85/666953	07/02/2012	4283055	01/29/2013
Berry Plastics Corporation	SUPER TOUGH IRONFORCE & I BEAM DESIGN	86/226129	03/19/2014		
Berry Plastics Corporation	UNITY	85/822648	01/14/2013		
Berry Plastics Corporation	VERSALITE	85/698444	08/08/2012		
Berry Plastics Corporation	VERSALITE AND DESIGN	85/758768	10/19/2012		
Berry Plastics Corporation	VL DESIGN	85/758777	10/19/2012		
Berry Plastics Corporation	VL Design	85/981770	10/19/2012	4540386	05/27/14
BPRex Healthcare Packaging Inc.	ARGUS-LOC	73/348181	01/02/82	1290089	14/08/84
BPRex Healthcare Packaging Inc.	CLIC-LOC	72/433562	23/08/72	986568	18/06/74
BPRex Healthcare Packaging Inc.	OPTI-LITE	85/483376	30/11/11	4189730	14/08/12
BPRex Healthcare Packaging Inc.	PALMSOFT	86/111431	06/11/13		
BPRex Healthcare Packaging Inc.	QUALI-TOP	73/648166	06/03/87	1526959	28/02/89
BPRex Healthcare Packaging Inc.	SQUEEZE-LOK	73/018683	12/04/74	1001059	07/01/75

Owner Name	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
BPRex Healthcare Packaging Inc.	SPRING-LOC	77/932556	10/02/10	4063947	29/11/11
Covalence Specialty Adhesives LLC	IRONFORCE	86/077320	09/27/2013		

**Schedule C**

U.S. COPYRIGHT REGISTRATIONS

None.