

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357726

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVINTIV Inc. (individually and as successor by merger to Berry Plastics Acquisition Corporation IX)		10/01/2015	CORPORATION: DELAWARE
AVINTIV Specialty Materials Inc.		10/01/2015	CORPORATION: DELAWARE
PGI Polymer, Inc.		10/01/2015	CORPORATION: DELAWARE
Chicopee, Inc.		10/01/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	100 Wall Street, Suite 1600
Internal Address:	Attn: Corporate Trust Services
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Serial Number:	86574961	AVINTIV
Serial Number:	86671166	AVINTIV
Registration Number:	4762882	DWELL
Registration Number:	3163865	MEDISOFT
Registration Number:	3635048	PGI
Registration Number:	3498569	SPINLACE
Registration Number:	2097486	PGI
Registration Number:	2089913	POLYSAFE
Registration Number:	2051227	POLYBREATHE
Registration Number:	1256427	
Registration Number:	4025218	APEX
Registration Number:	2420492	C CHICOPEE
Registration Number:	2366859	APEX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2177919	CHUX
Registration Number:	1797050	QUIX
Registration Number:	2001728	MIRATEC
Registration Number:	1369062	STRETCH'N DUST
Registration Number:	1187714	CHIX
Registration Number:	1270820	FRESH GUY
Registration Number:	1185839	CHIX
Registration Number:	1174277	CHICOPEE
Registration Number:	1355429	KIARA
Registration Number:	1190758	DURALACE
Registration Number:	1249009	STRETCH 'N DUST
Registration Number:	609200	KEYBAK
Registration Number:	1175550	
Registration Number:	647808	MASSLINN
Registration Number:	564988	MASSLINN
Registration Number:	927771	RETICULON
Registration Number:	4663719	PRO-CHLOR
Registration Number:	4663720	PRO-QUAT
Registration Number:	4687565	S.U.D.S.
Registration Number:	4488013	
Registration Number:	4047140	
Registration Number:	3607776	C PRO-QUAT
Registration Number:	3447079	C PRO-QUAT
Registration Number:	3420755	C PRO-CHLOR
Registration Number:	3455824	POLY BREATHE LIGHT
Registration Number:	3617693	POLY BREATHE
Registration Number:	3510171	POLYSAFE
Registration Number:	3459740	POLYBREATHE LIGHT
Registration Number:	3514345	C PRO-CHLOR
Registration Number:	3286167	CHICOPEE
Registration Number:	3189283	C
Registration Number:	3454383	PENTAMAX
Registration Number:	3454372	PENTAMAX
Registration Number:	1555808	DURAWIPE
Registration Number:	1214895	PERFEX
Registration Number:	873879	
Registration Number:	4789004	EVERIST
Registration Number:	3673408	TUFF SHIELD

Property Type	Number	Word Mark
Serial Number:	86538848	TYPAVE

CORRESPONDENCE DATA

Fax Number: 3026365454

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: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 827780-10

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 10/07/2015

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of October 1, 2015, is entered into by certain subsidiaries of Berry Plastics Corporation (the "Company") identified on the signature pages hereto (such subsidiaries, the "Grantors") in favor of U.S. Bank National Association, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (the "Secured Parties").

WHEREAS, Berry Plastics Escrow Corporation (the "Escrow Issuer") and Goldman, Sachs & Co. and Credit Suisse Securities (USA) LLC. (the "Representatives") have entered into a purchase agreement, dated as of September 16, 2015 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Purchase Agreement"), as supplemented by the joinder to the Purchase Agreement, dated the date hereof (the "Purchase Agreement Joinder"), pursuant to which the Escrow Issuer will issue and sell its 6.00% Second Priority Senior Secured Notes due 2022 (the "Securities").

WHEREAS, the Securities will be issued by the Escrow Issuer pursuant to an indenture, to be dated as of the date hereof (the "Indenture"), between the Escrow Issuer and U.S. Bank National Association, as trustee (the "Trustee").

WHEREAS, upon consummation of the Avintiv Acquisition (as defined in the Purchase Agreement), Berry Plastics Group, Inc. (the "Parent"), the Company, AVINTIV Inc. ("Avintiv") and the Company's subsidiaries listed on Annexes A and B to the Purchase Agreement Joinder (collectively, with Avintiv, the "Subsidiary Guarantors", and together with Parent, the "Guarantors") and the Trustee will execute a supplemental indenture (the "Supplemental Indenture") pursuant to which the Company will assume, and (i) the Parent Guarantor will guarantee on a senior unsecured basis and (ii) the Subsidiary Guarantors will guarantee on a second priority senior secured basis all of the Escrow Issuer's obligations as issuer of the Securities.

WHEREAS, the Company (as successor to Berry Plastics Holding Corporation), each subsidiary of the Company identified therein as a party and the Collateral Agent (as successor to Wells Fargo Bank, N.A.) have executed and delivered that certain Collateral Agreement, dated as of September 20, 2006, in favor of the Collateral Agent (as supplemented by the Supplement to the Collateral Agreement among the New Subsidiaries party thereto and the Collateral Agent and as otherwise amended, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement").

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Second Lien Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

WHEREAS, the Company (as successor to BPC Holding Corporation), the Subsidiary Parties, the Collateral Agent and the First Lien Agents (as defined in the Intercreditor Agreement) have entered into that certain Second Amended and Restated Intercreditor Agreement dated as February 5, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), pursuant to which the lien upon and security interest in the Collateral granted by the Collateral Agreement and this Agreement are and shall be subordinated in all respects to the lien upon and security interest in the Collateral granted pursuant to, and subject to the terms and conditions of, the Senior Lender Documents;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located:

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (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 Lanham Act has been filed, to extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), including, but not limited to, the registrations and applications referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) all renewals thereof,

(c) all goodwill associated therewith or symbolized thereby,

(d) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(e) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Second Lien Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived or terminated except (i) in accordance with the amendment provisions of the Collateral Agreement pursuant to which (subject to the provisions of the Indenture and the Intercreditor Agreement) the Collateral Agent may modify this Agreement, after obtaining the relevant Grantor's approval of or signature to such modification, or (ii) by the Collateral Agent amending Schedule A hereto to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Parties, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.

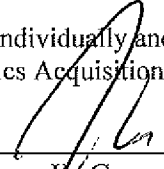
(d) Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as term collateral agent (and its permitted successors) and Bank of America, N.A., as ABL collateral agent (and its 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 Credit Suisse AG, Cayman Islands Branch, as term collateral agent and Bank of America, N.A., as ABL col-

lateral agent, 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. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

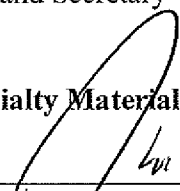
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IN WITNESS WHEREOF, each Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

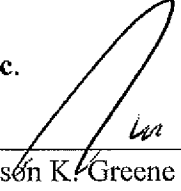
AVINTIV Inc. (individually and as successor by merger to Berry Plastics Acquisition Corporation IX)

By: 
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

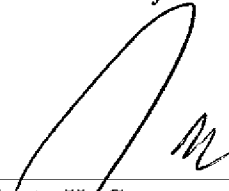
AVINTIV Specialty Materials Inc.

By: 
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

PGI Polymer, Inc.

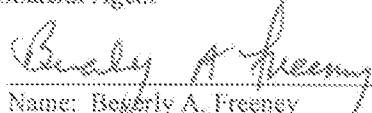
By: 
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

Chicopee, Inc.

By: 
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

[Signature Page to Second Lien Trademark Security Agreement]

U.S. BANK NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Beverly A. Freney
Title: Vice President

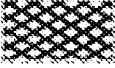



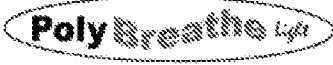
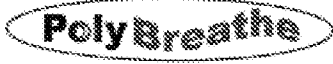



[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK SECURITY AGREEMENT

I Trademarks:

Mark	Owner	Country	Ser. No.	App. Date	Reg. No.	Reg. Date
AVINTIV	AVINTIV Specialty Materials Inc.	United States of America	86574961	March 24, 2015	---	---
AVINTIV (Stylized)	AVINTIV Specialty Materials Inc.	United States of America	86671166	June 23, 2015	---	---
DWELL	AVINTIV Specialty Materials Inc.	United States of America	86192355	February 12, 2014	4762882	June 30, 2015
MEDISOFT	AVINTIV Specialty Materials Inc.	United States of America	78567803	February 15, 2005	3163865	October 24, 2006
PGI & Design	AVINTIV Specialty Materials Inc.	United States of America	77609754	November 7, 2008	3635048	June 9, 2009
SPINLACE	AVINTIV Specialty Materials Inc.	United States of America	77386404	February 1, 2008	3498569	September 9, 2008
PGI	AVINTIV Specialty Materials Inc.	United States of America	75161970	September 6, 1996	2097486	September 16, 1997
POLYSAFE	AVINTIV Specialty Materials Inc.	United States of America	75035137	December 21, 1995	2089913	August 19, 1997
POLYBREATHE	AVINTIV Specialty Materials Inc.	United States of America	74591239	October 27, 1994	2051227	April 8, 1997
(Design)	AVINTIV Specialty Materials Inc.	United States of America	72427934	June 21, 1972	1256427	November 1, 1983
APEX	PGI Polymer, Inc. (DE)	United States of America	85160990	October 26, 2010	4025218	September 13, 2011
C CHICOPEE * Design	PGI Polymer, Inc. (DE)	United States of America	75564804	October 5, 1998	2420492	October 16, 2001

Mark	Owner	Country	Ser. No.	App. Date	Reg. No.	Reg. Date
APEX	PGI Polymer, Inc. (DE)	United States of America	75461238	April 3, 1998	2366859	July 11, 2000
CHUX	PGI Polymer, Inc. (DE)	United States of America	75212870	December 13, 1996	2177919	August 4, 1998
QUIX	PGI Polymer, Inc. (DE)	United States of America	74236940	January 13, 1992	1797050	October 5, 1993
MIRATEC	PGI Polymer, Inc. (DE)	United States of America	74364771	March 5, 1993	2001728	September 17, 1996
STRETCH'N DUST	PGI Polymer, Inc. (DE)	United States of America	73537192	May 13, 1985	1369062	November 5, 1985
CHIX & Design	PGI Polymer, Inc. (DE)	United States of America	73303969	April 2, 1981	1187714	January 26, 1982
FRESH GUY	PGI Polymer, Inc. (DE)	United States of America	73405623	December 10, 1982	1270820	March 20, 1984
CHIX	PGI Polymer, Inc. (DE)	United States of America	73303794	April 2, 1981	1185839	January 12, 1982
CHICOPEE & Design	PGI Polymer, Inc. (DE)	United States of America	73280772	October 6, 1980	1174277	October 20, 1981
KIARA	PGI Polymer, Inc. (DE)	United States of America	73498380	September 7, 1984	1355429	August 20, 1985
DURALACE	PGI Polymer, Inc. (DE)	United States of America	73293068	January 14, 1981	1190758	February 23, 1982
STRETCH 'N DUST	PGI Polymer, Inc. (DE)	United States of America	73275713	August 26, 1980	1249009	August 23, 1983
KEYBAK	PGI Polymer, Inc. (DE)	United States of America	71681663	February 23, 1955	0609200	July 19, 1955
(Design)	PGI Polymer, Inc. (DE)	United States of America	72427931	June 21, 1972	1175550	October 27, 1981
MASSLINN	PGI Polymer, Inc. (DE)	United States of America	72013419	August 6, 1956	0647808	July 2, 1957
MASSLINN	PGI Polymer, Inc. (DE)	United States of America	71615371	June 19, 1951	0564988	October 7, 1952
RETICULON	PGI Polymer, Inc. (DE)	United States of America	72390471	May 21, 1971	0927771	January 25, 1972
PRO-CHLOR	Chicopee, Inc. (DE)	United States of America	86291110	May 23, 2014	4663719	December 30, 2014
PRO-QUAT	Chicopee,	United	86291111	May 23, 2014	4663720	December

Mark	Owner	Country	Ser. No.	App. Date	Reg. No.	Reg. Date
	Inc. (DE)	States of America				30, 2014
S.U.D.S.	Chicopee, Inc. (DE)	United States of America	86284333	May 17, 2014	4687565	February 17, 2015
	Chicopee, Inc. (DE)	United States of America	86003939	July 8, 2013	4488013	February 25, 2014
	Chicopee, Inc. (DE)	United States of America	85112269	August 20, 2010	4047140	October 25, 2011
C PRO-QUAT	Chicopee, Inc. (DE)	United States of America	78961670	August 28, 2006	3607776	April 14, 2009
	Chicopee, Inc. (DE)	United States of America	78973638	September 13, 2006	3447079	June 10, 2008
	Chicopee, Inc. (DE)	United States of America	78973608	September 13, 2006	3420755	April 29, 2008
	Chicopee, Inc. (DE)	United States of America	78962044	August 28, 2006	3455824	June 24, 2008
	Chicopee, Inc. (DE)	United States of America	78962039	August 28, 2006	3617693	May 5, 2009
	Chicopee, Inc. (DE)	United States of America	78962031	August 28, 2006	3510171	September 30, 2008
POLYBREATHE LIGHT	Chicopee, Inc. (DE)	United States of America	78961869	August 28, 2006	3459740	July 1, 2008
C PRO-CHLOR	Chicopee, Inc. (DE)	United States of America	78961765	August 28, 2006	3514345	October 7, 2008
CHICOPEE	Chicopee, Inc. (DE)	United States of America	78881727	May 11, 2006	3286167	August 28, 2007
	Chicopee, Inc. (DE)	United States of America	78801261	January 27, 2006	3189283	December 26, 2006
PENTAMAX	Chicopee, Inc. (DE)	United States of America	77028318	October 24, 2006	3454383	June 24, 2008
PENTAMAX	Chicopee, Inc. (DE)	United States of America	77023510	October 18, 2006	3454372	June 24, 2008
	Chicopee, Inc. (DE)	United States of America	75564804	October 5, 1998	2420492	January 16, 2001

Mark	Owner	Country	Ser. No.	App. Date	Reg. No.	Reg. Date
DURAWIPE	Chicopee, Inc. (DE)	United States of America	73696257	November 18, 1997	1555808	September 12, 1989
PERFEX	Chicopee, Inc. (DE)	United States of America	73334349	October 26, 1981	1214895	November 2, 1982
	Chicopee, Inc. (DE)	United States of America	72305549	August 20, 1968	0873879	July 29, 1969
EVERIST	AVINTIV Inc. (f/k/a Polymer Group, Inc.)	United States of America	86434272	October 24, 2014	4789004	August 11, 2015
TUFF SHIELD	AVINTIV Inc. (f/k/a Polymer Group, Inc.)	United States of America	77053748	November 30, 2006	3673408	August 25, 2009
TYPAVE	AVINTIV Specialty Materials Inc.	United States of America	86538848	February 18, 2015		

II. Trademark Licenses:

None

III. Trade Secret Licenses:

None

IV. Any grants of licenses of Trade Secrets identified below under “Intellectual Property Matters.”

None