

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement - 2nd Lien
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Berry Global Films, LLC		01/20/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	100 Wall Street
Internal Address:	Suite 1600
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Chartered Bank: UNITED STATES

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Serial Number:	87137035	
Registration Number:	5041493	GLIDE SMOOTH CORE
Registration Number:	4282338	GOODSENSE
Registration Number:	4319980	GOODSENSE ZIPPER SEAL
Registration Number:	4319979	GOODSENSE ZIPPER SEAL SNACK BAGS 50 BAGS
Registration Number:	4319978	GOODSENSE ZIPPER SEAL SANDWICH BAGS 35 B
Registration Number:	4319977	GOODSENSE ZIPPER SEAL FREEZER & STORAGE B
Registration Number:	3068259	GOOD SENSE
Registration Number:	3363551	XTREME FLEX
Registration Number:	3178338	GOOD SENSE
Registration Number:	2986347	SLIDE 'N SEAL
Registration Number:	3682810	AEP
Registration Number:	3608721	ELITE
Registration Number:	3456718	EARTH SENSE
Registration Number:	3202516	XR
Registration Number:	3098680	XH
Registration Number:	3039532	EXCALIBUR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2801936	AEP
Registration Number:	2752507	AEP
Registration Number:	2870060	FIRST WRAP
Registration Number:	2676786	CLINGCLASSIC
Registration Number:	2640641	ZIP SAFE
Registration Number:	2632910	SEALWRAP
Registration Number:	2506137	AEP INDUSTRIES INC.
Registration Number:	2640011	PROFORMANCE FILMS
Registration Number:	2296045	FABGUARD
Registration Number:	2313280	STA-DRI
Registration Number:	2278514	MAPAC
Registration Number:	2344053	EARTH SMART
Registration Number:	2221529	SEALWRAP
Registration Number:	2785104	HANDLES
Registration Number:	1920931	RECLAIM 100
Registration Number:	1802070	HANDI-BAG
Registration Number:	1896144	AEP
Registration Number:	1762802	GOOD SENSE
Registration Number:	1994932	KEEP FRESH
Registration Number:	2044719	KITCHEN SCENTSATIONS
Registration Number:	1841325	WEBSTER ULTRA PLUS
Registration Number:	1671742	SURE-TUFF
Registration Number:	1689581	PLATINUM PLUS
Registration Number:	1460105	GOOD SENSE
Registration Number:	1458347	SUNFILM
Registration Number:	1346263	SURE-TUFF
Registration Number:	1582061	KEEP FRESH
Registration Number:	1564473	CLINGMASTER
Registration Number:	1521875	GOOD SCENTS
Registration Number:	1508095	DRAW 'N TIE
Registration Number:	1550145	PERFORMANCE PLUS
Registration Number:	1285290	GOOD 'N TUFF
Registration Number:	0974619	FAB WRAP
Registration Number:	0739023	RESINITE
Registration Number:	1911321	TUFFSTUFF
Registration Number:	1941283	TUFFSTUFF

CORRESPONDENCE DATA

**TRADEMARK
REEL: 005973 FRAME: 0369**

Fax Number:

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.

Email: trademarks.atl@bryancave.com

Correspondent Name: Gretchen Von Dwingelo/Bryan Cave LLP

Address Line 1: 1201 W. Peachtree Street, NW, 14th Floor

Address Line 4: Atlanta, GEORGIA 30309-3488

ATTORNEY DOCKET NUMBER:	0547945
NAME OF SUBMITTER:	Gretchen Von Dwingelo
SIGNATURE:	/Gretchen Von Dwingelo/
DATE SIGNED:	01/26/2017

Total Attachments: 16

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated and effective as of January 20, 2017 (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 May 12, 2014 (as amended, supplemented or otherwise modified from time to time, the "*May 2014 Indenture*") by and among the Issuer, certain guarantors and U.S. Bank National Association, as trustee (the "*May 2014 Trustee*") providing for the issuance of the Issuer's Second Priority Senior Secured Notes due 2022 in the aggregate principal amount of \$500,000,000; (b) the Indenture dated as of June 5, 2015 (as amended, supplemented or otherwise modified from time to time, the "*June 2015 Indenture*") by and among the Issuer, certain guarantors, and U.S. Bank National Association, as trustee (the "*June 2015 Trustee*") providing for the issuance of the Issuer's 5.125% Second Priority Senior Secured Notes due 2023 in the aggregate principal amount of \$700,000,000, and (c) the Indenture dated as of October 1, 2015, by and between Berry Plastics Escrow Corporation (the "*Escrow Issuer*") and U.S. Bank National Association, as trustee (the "*October 2015 Trustee*", together with the May 2014 Trustee and the June 2015 Trustee, the "*Trustees*"), as supplemented by the Supplemental Indenture dated as of the date hereof among the Issuer, certain guarantors and the October 2015 Trustee (as amended, supplemented or otherwise modified from time to time, the "*October 2015 Indenture*" and, together with the May 2014 Indenture and the June 2015 Indenture, the "*Indentures*"), providing for the issuance of the Escrow Issuer's 6.00% Second Priority Senior Secured Notes due 2022 in the aggregate principal amount of \$400,000,000, said notes having been assumed by the Issuer, which has been substituted under the October 1, 2015 Indenture as successor issuer of such notes.)

WHEREAS, the Issuer (as successor to Berry Plastics Holding Corporation), each subsidiary of the Issuer 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 amended, restated, supplemented, waived or otherwise modified from time to time, the "*Collateral Agreement*"). Terms defined in the Collateral Agreement and not otherwise defined herein are used herein as defined therein;

WHEREAS, pursuant to 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 Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities; and

WHEREAS, the Issuer (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 IP Security 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;

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 IP Security 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, (i) the liens and security interests granted to the Collateral Agent pursuant to this IP Security 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 Issuer 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 collateral 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.

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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 GLOBAL FILMS, LLC (f/k/a Berry Plastics Acquisition Corporation XV, LLC successor by merger to AEP Industries Inc.)

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

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

By: Bruce J. Kelly
Name: Bruce J. Kelly
Title: Vice President

SCHEDULE A

Patents


Title	Patent No.	Issue Date	Application No.	Application Date
Cylindrical sleeve	9,481,536	11/1/2016	14/175,575	2/7/2014
Drawstring bag	9,302,823	4/5/2016	14/321,566	7/1/2014
Film cutter assembly	7,921,756	4/12/2011	09/741,521	12/20/2000
Film cutter assembly	7,918,151	4/5/2011	09/970,015	10/3/2001
Film cutter assembly			13/048,964	3/16/2011
Cylindrical Sleeve			14/572,273	12/16/20147
Film cutter assembly			60/172,717	12/20/1999

SCHEDULE B

Trademarks



Mark	Registration No.	Registration Date	Application No.	Application Date
GLIDE SMOOTH CORE	5041493	13-Sep-16	87137035 86103562	12-Aug-16 28-Oct-13
GOODSENSE	4282338	29-Jan-13	85643777	5-Jun-12
	4319980	16-Apr-13	85604936	23-Apr-12
	4319979	16-Apr-13	85604935	23-Apr-12
	4319978		85604933	23-Apr-12

Mark	Registration No.	Registration Date	Application No.	Application Date
GOOD SENSE	4319977	16-Apr-13	85604930	23-Apr-12
	3066259	14-Mar-06	78596889	29-Mar-05
XTREME FLEX	3363551	1-Jan-08	78828364	3-Mar-06
GOOD SENSE	3178338	28-Nov-06	78596758	29-Mar-05
SLIDE 'N SEAL	2986347	16-Aug-05	78323663	5-Nov-03
AEP	3682810	15-Sep-09	77679318	26-Feb-09

Mark	Registration No.	Registration Date	Application No.	Application Date
ELITE	3608721	21-Apr-09	77569766	15-Sep-08
EARTH SENSE	3456718	1-Jul-08	77188423	23-May-07
XR	3202516	23-Jan-07	76618520	29-Oct-04
XH	3098680	30-May-06	76618517	29-Oct-04
EXCALIBUR	3039532	10-Jan-06	76619541	5-Nov-04
	2801936	6-Jan-04	76455754	30-Sep-02

Mark	Registration No.	Registration Date	Application No.	Application Date
AEP	2759507	19-Aug-03	76451229	12-Aug-02
FIRST WRAP	2870060	3-Aug-04	76345019	5-Dec-01
CLINGCLASSIC	2676786	21-Jan-03	76288230	23-Jul-01
ZIP SAFE	2640641	22-Oct-02	76175035	4-Dec-00
SEAL WRAP	2632910	8-Oct-02	76175034	4-Dec-00
AEP INDUSTRIES INC.	2506137	13-Nov-01	76097599	27-Jul-00

Mark	Registration No.	Registration Date	Application No.	Application Date
PROformance FILMS	2640011	22-Oct-02	75587300	12-Nov-98
FABGUARD	2296045	30-Nov-99	75586793	12-Nov-98
STA-DRI	2313280	1-Feb-00	75484941	14-May-98
MAPAC	2278514	14-Sep-99	75454694	23-Mar-98

Mark	Registration No.	Registration Date	Application No.	Application Date
EARTH SMART	2344053	18-Apr-90	75452316	18-Mar-98
SEALWRAP	2221529	2-Feb-99	75393797	20-Nov-97
HANDLES	2785104	18-Nov-03	75071561	12-Mar-96
	1920931	19-Sep-95	74460190	24-Oct-93
	1802070	2-Nov-93	74325558	23-Oct-92
AEP	1896144	30-May-95	74403968	17-Jun-93
GOOD SENSE	1762802	6-Apr-93	74280006	1-Jun-92
KEEP FRESH	1994932	20-Aug-96	74666687	27-Apr-95

Mark	Registration No.	Registration Date	Application No.	Application Date
KITCHEN SCENTSATIONS	2044719	11-Mar-97	74666686	27-Apr-95
WEBSTER ULTRA PLUS	1841325	21-Jun-94	74317458	24-Sep-92
SURE-TUFF	1671742	14-Jan-92	74131082	17-Jan-91
PLATINUM PLUS	1689581	26-May-92	74091475	27-Aug-90
GOOD SENSE	1460105	6-Oct-87	73650112	19-Mar-87
SUNFILM	1458347	22-Sep-87	73699352	12-Jan-87
SURE-TUFF	1346263	2-Jul-85	73477446	26-Apr-84
KEEP FRESH	1582061	6-Feb-90	73784237	2-Mar-89
CLINGMASTER	1564473	7-Nov-89	73781415	17-Feb-89
GOOD SCENTS	1521875	24-Jan-89	73707859	27-Jan-88
DRAW 'N TIE	1508095	11-Oct-88	73703788	4-Jan-88

Second Lien IP Security Agreement

Mark	Registration No.	Registration Date	Application No.	Application Date
PERFORMACE PLUS	1550145	1-Aug-89	73680017	24-Aug-87
GOOD 'N TUFF	1285290	10-Jul-84	73403395	22-Nov-82
FAB WRAP	0974619	11-Dec-73	72442125	24-Nov-72
RESINITE	0739023	9-Oct-62	72134515	22-Dec-61
TUFFSTUFF	1911321	15-Aug-95	74510660	8-Apr-94
TUFFSTUFF	1941283	12-Dec-95	74631074	6-Jan-95

SCHEDULE C

Copyrights

Title	Copyright No.	Issue Date	Date of Creation	Date of Publication
Cookie Snack Bag Packaging Photograph.	VA0001811441	4/24/2012	1997	9/27/1999

TRADEMARK

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