

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clopay Plastics Products Company, Inc.		02/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	100 Wall Street, Suite 1600		
Internal Address:	Attn CTS		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Non-Profit Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77010466	ELASTIPRO	
Serial Number:	73344450	MICROFLEX	
Serial Number:	78826407	MICROPRO	
Serial Number:	74712174	SOF-FLEX	
Serial Number:	72295113	TAFF-A-FLEX	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<i>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.</i>			
Phone:	3142592000		
Email:	bcipdocketing@bryancave.com		
Correspondent Name:	Bryan Cave LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0561548		
NAME OF SUBMITTER:	Gretchen E. von Dwingelo		
SIGNATURE:	/Gretchen E. von Dwingelo/		
DATE SIGNED:	02/20/2018		

CH \$140.00 77010466

Total Attachments: 7

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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 February 15, 2018, is entered into by certain subsidiaries of Berry Global, Inc. (the “**Issuer**”) 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**”).

A. Reference is made to (i) 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; (ii) 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, (iii) the Indenture dated as of October 1, 2015 as amended, supplemented or otherwise modified from time to time, the “**October 2015 Indenture**”) by and between Berry Plastics Escrow Corporation and U.S. Bank National Association, as trustee (the “**October 2015 Trustee**”) providing for the issuance of the 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, and guaranteed by the guarantors party thereto and (iv) the Indenture dated as of January 26, 2018 (as amended, supplemented or otherwise modified from time to time, the “**January 2018 Indenture**” and, together with the May 2014 Indenture, the June 2015 Indenture and the October 2015 Indenture, the “**Indentures**”) by and among the Issuer, certain guarantors, and U.S. Bank National Association, as trustee (the “**January 2018 Trustee**”, together with the May 2014 Trustee, the June 2015 Trustee, and the October 2015 Trustee, the “**Trustees**”), providing for the issuance of the Issuer’s 4.500% Second Priority Senior Secured Notes due 2026 in the aggregate principal amount of \$500,000,000.

B. 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**”).

C. 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 Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities; and

D. 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 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 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. 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.

**CLOPAY PLASTIC PRODUCTS COMPANY,
INC.**

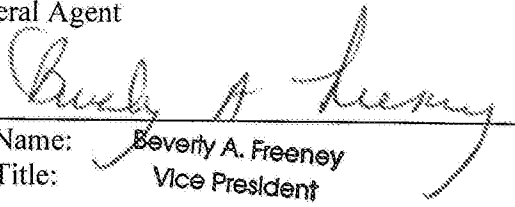
**CLOPAY PLASTIC PRODUCTS
ACQUISITION COMPANY, INC.**

By: _____


Name: Jason K. Greene

Title: Executive Vice President

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

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

SCHEDULE A
TRADEMARKS

I. Trademarks:

<i>Owner</i>	<i>Jurisdiction</i>	<i>Trademark</i>	<i>Status</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Filed</i>	<i>Registration Date</i>
Clopay Plastic Products Company, Inc.	U.S.	ELASTIPRO	Registered	77/010466	3554563	9/29/2006	12/30/2008
Clopay Plastic Products Company, Inc.	U.S.	MICROFLEX	Registered	73/344450	1228476	1/26/1982	2/22/1983
Clopay Plastic Products Company, Inc.	U.S.	MICROPRO	Registered	78/826407	3843193	3/1/2006	8/31/2010
Clopay Plastic Products Company, Inc.	U.S.	SOF-FLEX	Registered	74/712174	1985689	8/7/1995	7/09/1996
Clopay Plastic Products Company, Inc.	U.S.	TAFF-A-FLEX*	Registered	72/295113	885662	4/8/1968	2/10/1970

II. Trademark Licenses:

None

III. Trade Secret Licenses:

None

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

None