

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492525

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|---|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A., as ABL Collateral Agent | | 09/11/2018 | National Banking Association: |
| Credit Suisse, Cayman Islands Branch, Term Collateral Agent | | 09/11/2018 | Bank: |
| RECEIVING PARTY DATA | | | |
| Name: | Berry Plastics Holding Corporation | | |
| Street Address: | 3245 Kansas Rd | | |
| City: | Evansville | | |
| State/Country: | INDIANA | | |
| Postal Code: | 47725 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2779618 | LEGACY | |
| Registration Number: | 2792921 | OPULENCE | |
| Registration Number: | 2789749 | PARTY BASICS | |
| Registration Number: | 1052150 | DIET KIT | |
| Registration Number: | 3491083 | PRESTIGE | |
| Registration Number: | 3488504 | SCROLLWARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8032559831 | | |
| <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: | 704-417-3126 | | |
| Email: | ip@nelsonmullins.com | | |
| Correspondent Name: | SUSAN S. JACKSON | | |
| Address Line 1: | 301 S. COLLEGE STREET | | |
| Address Line 2: | NELSON MULLINS RILEY & SCARBOROUGH LLP, 23RD FL. | | |
| Address Line 4: | CHARLOTTE, NORTH CAROLINA 28202 | | |
| NAME OF SUBMITTER: | Susan S. Jackson | | |

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|--|------------------------------------|
| SIGNATURE: | /Susan S. Jackson, Reg. No. 41302/ |
| DATE SIGNED: | 10/03/2018 |
| Total Attachments: 3 source=Release of Security Agreement for Berry Plastics Holding#page1.tif source=Release of Security Agreement for Berry Plastics Holding#page2.tif source=Release of Security Agreement for Berry Plastics Holding#page3.tif | |

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of September 11, 2018, is made by Bank of America, N.A., as ABL collateral agent (in such capacity, the “ABL Collateral Agent”) and Credit Suisse, Cayman Islands Branch, as Term Collateral Agent (in such capacity, the “Term Collateral Agent”) (collectively, the “Agents” and each, an “Agent”) for the benefit of the Secured Parties (as defined in the Security Agreement described below).

WHEREAS, Berry Plastics Holding Corporation (the “Grantor”) and each Agent entered into that certain Second Amended and Restated First Lien Guarantee and Collateral Agreement, dated as of April 3, 2007 (the “Security Agreement”), pursuant to which the Grantor executed and delivered to each Agent that certain Second Amended and Restated First Lien Intellectual Property Security Agreement, dated as of April 3, 2007 (the “Intellectual Property Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on April 12, 2007 at Reel/Frame 3521/0621;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Intellectual Property Security Agreement, the Grantor granted to each Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in the following: all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including the trademark registrations and applications set forth on Schedule 1 (the “Released Collateral”); and

WHEREAS, the each Agent desires to terminate and release the Security Interest in the Released Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Agent on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Intellectual Property Security Agreement and the Security Interest in the Released Collateral, and retransfers and reassigns to the Grantor any right, title or interest each Agent may have in, to or under the Grantor’s Released Collateral.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**BANK OF AMERICA, N.A.,
as ABL collateral agent**

By: *Jacob R. Yost*
Name: Jacob R. Yost
Title: Officer

**Credit Suisse, Cayman Islands Branch,
as Term Collateral Agent**

By: _____
Name:
Title:

Schedule 1

| Trademark | App. No. | Reg. No. | Current owner of record | Original Grantor |
|-----------------------------|-----------------|-----------------|--------------------------------|------------------------------------|
| LEGACY | 78177778 | 2779618 | Waddington North America, Inc. | Berry Plastics Holding Corporation |
| OPULENCE | 78104745 | 2792921 | Waddington North America, Inc. | Berry Plastics Holding Corporation |
| PARTY BASICS | 78097144 | 2789749 | Waddington North America, Inc. | Berry Plastics Holding Corporation |
| DIET KIT <i>diet kit</i> | 72428086 | 1052150 | Waddington North America, Inc. | Berry Plastics Holding Corporation |
| PRESTIGE | 77081895 | 3491083 | Waddington North America, Inc. | Berry Plastics Holding Corporation |
| SCROLLWARE | 77386342 | 3488504 | Waddington North America, Inc. | Berry Plastics Holding Corporation |