

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Term Collateral Agent		11/30/2020	Aktiengesellschaft (Ag):
Bank of America, N.A., as ABL Collateral Agent		11/30/2020	National Banking Association:
RECEIVING PARTY DATA			
Name:	Berry Global, Inc., as Grantor		
Street Address:	101 Oakley Street, P.O.Box 959		
City:	Evansville		
State/Country:	INDIANA		
Postal Code:	47710		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4777755	MARVEL	
Registration Number:	4507066	MARVELCOTE-E	
Registration Number:	3359754	MARVELPEEL	
Registration Number:	2973091	MARVELSEAL	
Registration Number:	3491655	MARVELPEEL	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	2123263939		
Email:	elabarge@jonesday.com		
Correspondent Name:	Jenny A. Whalen-Ball		
Address Line 1:	250 Vesey Street		
Address Line 2:	Jones Day		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	566740-625014		
NAME OF SUBMITTER:	Jenny A. Whalen-Ball		

CH \$140.00 4777755

SIGNATURE:	/Jenny A. Whalen-Ball/
DATE SIGNED:	12/04/2020
Total Attachments: 6 source=Sturgeon - Term Loan ABL Trademark Release (Executed Copy)(602701811.1)#page1.tif source=Sturgeon - Term Loan ABL Trademark Release (Executed Copy)(602701811.1)#page2.tif source=Sturgeon - Term Loan ABL Trademark Release (Executed Copy)(602701811.1)#page3.tif source=Sturgeon - Term Loan ABL Trademark Release (Executed Copy)(602701811.1)#page4.tif source=Sturgeon - Term Loan ABL Trademark Release (Executed Copy)(602701811.1)#page5.tif source=Sturgeon - Term Loan ABL Trademark Release (Executed Copy)(602701811.1)#page6.tif	

RELEASE OF FIRST LIEN SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN SPECIFIED INTELLECTUAL PROPERTY (this “Release”), dated as of November 30 _____, 2020 (the “Effective Date”), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly CREDIT SUISSE, CAYMAN ISLANDS BRANCH), in its capacity as Term Collateral Agent (the “Term Agent”) for the Term Loan Secured Parties (the “Term Secured Parties”) and BANK OF AMERICA, N.A., in its capacity as ABL Collateral Agent (the “ABL Agent”, and together with the Term Agent, the “Agents”) for the Revolving Facility Secured Parties (the “ABL Secured Parties”, and together with the Term Secured Parties, the “Secured Parties”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Second Amended and Restated First Lien Guarantee and Collateral Agreement, dated as of April 3, 2007, by and among the Agents, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agents, in their capacity as Agents for the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain Second Amended and Restated First Lien Intellectual Property Security Agreement, dated as of April 3, 2007 (the “2007 Intellectual Property Security Agreement”), which was recorded with the United States Patent and Trademark Office on April 12, 2007 at Reel/Frame 3521/0621;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain Intellectual Property Security Agreement Supplement, dated as of December 12, 2014 (the “2014 Intellectual Property Security Agreement”), which was recorded with the United States Patent and Trademark Office on December 23, 2014 at Reel/Frame 5426/0575;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain First Lien Intellectual Property Security Agreement, dated as of May 1, 2019 (the “First 2019 Intellectual Property Security Agreement”), which was recorded with the United States Patent and Trademark Office on May 2, 2019 at Reel/Frame 6636/0014;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain First Lien Intellectual Property Security Agreement, dated as of May 1, 2019 (the “Second 2019 Intellectual Property Security Agreement”), and together with the 2007 Intellectual Property Security Agreement, the 2014 Intellectual Property Security Agreement and the First 2019 Intellectual Property Security Agreement, the “Intellectual Property Security Agreements”), which was recorded with the United States Patent and Trademark Office on July 23, 2019 at Reel/Frame 6701/0187;

WHEREAS, in reliance of the Grantors’ representations and warranties concerning the transactions referenced in that certain Officers’ Certificate, dated as of the date hereof (the “Officers’ Certificate”), the Agents have agreed to release, discharge, terminate and cancel their security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agents hereby agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Intellectual Property Security Agreements, as applicable.

2. Release of Specified Collateral. The Agents, without representation or warranty of any kind, hereby release, relinquish, discharge, terminate and cancel all of the liens and security interests in, to and under the trademark and service mark registrations and applications set forth Schedule I attached hereto, (i) all renewals thereof, (ii) all goodwill associated therewith or symbolized thereby and common law rights therein, (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect of any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, and (iv) 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 foregoing or arising from any of the foregoing (collectively, the “Released Trademark Collateral”), arising under the Security Agreement and the Intellectual Property Security Agreements. If and to the extent that the Agents have acquired any right, title or interest in and to the Released Trademark Collateral under the Intellectual Property Security Agreements, the Agents, without representation or warranty of any kind, hereby transfers, conveys and assigns such right, title or interest to the Grantors.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Intellectual Property Security Agreements. The Agents retain all security interests, liens, rights, titles and interests pledged and granted to the Agents under the Security Agreement and the Intellectual Property Security Agreements with respect to all such other collateral, and the Agents’ security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Agents agree to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agents have caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, acting in its capacity as Term
Collateral Agent for the Term Loan Secured
Parties**

By:  _____

Name: Dana Klein

Title: Authorized Signatory

By:  _____

Name: Jessica Gavarkovs

Title: Authorized Signatory

**BANK OF AMERICA, N.A., acting in its
capacity as ABL Collateral Agent for the
Revolving Facility Secured Parties**

By: _____

Name:

Title:

GRANTOR:

**BERRY GLOBAL, INC. (formerly BERRY
PLASTICS CORPORATION)**

**COVALENCE SPECIALTY COATINGS,
LLC**

By: _____

Name: Jason K. Greene

Title: Executive Vice President, General
Counsel and Secretary

{Signature Page to Release of First Lien Security Interest in Specified Trademarks}

**TRADEMARK
REEL: 007123 FRAME: 0373**

IN WITNESS WHEREOF, the Agents have caused this Release to be executed by its duly authorized representative as of the Effective Date:

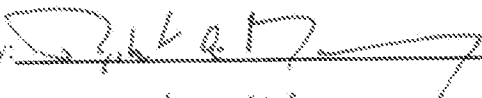
**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, acting in its capacity as Term
Collateral Agent for the Term Loan Secured
Parties**

By: _____

Name:

Title:

**BANK OF AMERICA, N.A., acting in its
capacity as ABL Collateral Agent for the
Revolving Facility Secured Parties**

By:  _____

Name: Robert Q. Mahony

Title: Sr. Vice President

GRANTOR:

**BERRY GLOBAL, INC. (formerly BERRY
PLASTICS CORPORATION)**

**COVALENCE SPECIALTY COATINGS,
LLC**

By: _____

Name: Jason K. Greene

Title: Executive Vice President, General
Counsel and Secretary

IN WITNESS WHEREOF, the Agents have caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, acting in its capacity as Term
Collateral Agent for the Term Loan Secured
Parties**

By: _____

Name:

Title:

**BANK OF AMERICA, N.A., acting in its
capacity as ABL Collateral Agent for the
Revolving Facility Secured Parties**

By: _____


Name:

Title:

GRANTOR:

**BERRY GLOBAL, INC. (formerly BERRY
PLASTICS CORPORATION)**

**COVALENCE SPECIALTY COATINGS,
LLC**

By: _____ 

Name: Jason K. Greene

Title: Executive Vice President, General
Counsel and Secretary

SCHEDULE I

RELEASED TRADEMARK COLLATERAL

Intellectual Property Security Agreement Supplement,
dated as of December 12, 2014, recorded on December 23, 2014 at Reel/Frame 5426/0575

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner of Record
MARVEL	United States of America	Registered	85/967812	06/24/2013	4777755	07/21/2015	Berry Plastics Corporation
MARVELCOTE-E	United States of America	Registered	85/799749	12/11/2012	4507066	04/01/2014	Berry Plastics Corporation

Second Amended and Restated First Lien Intellectual Property Security Agreement,
dated as of April 3, 2007, recorded on April 12, 2007 at Reel/Frame 3521/0621

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner of Record
MARVELPEEL	United States of America	Registered	78/943519	08/02/2006	3359754	12/25/2007	Covalence Specialty Coatings LLC
MARVELSEAL	United States of America	Registered	78/226135	03/17/2003	2973091	07/19/2005	Covalence Specialty Coatings LLC

First Lien Intellectual Property Security Agreement,
dated as of May 1, 2019, recorded on May 2, 2019 at Reel/Frame 6636/0014

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner of Record
MARVELPEEL	United States of America	Registered	77/294547	10/02/2007	3491655	08/26/2008	Covalence Specialty Coatings LLC

First Lien Intellectual Property Security Agreement,
dated as of May 1, 2019, recorded on July 23, 2019 at Reel/Frame 6701/0187

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner of Record
MARVELPEEL	United States of America	Registered	77/294547	10/02/2007	3491655	08/26/2008	Covalence Specialty Coatings LLC