

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI116017

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association		03/21/2024	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Berry Global, Inc.		
<b>Street Address:</b>	101 Oakley Street		
<b>City:</b>	Evansville		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47710		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3854524	COVALENCE	
<b>Registration Number:</b>	3563732	WATERWRAP	
<b>Registration Number:</b>	2707884	POWERCRETE	
<b>Registration Number:</b>	1708179	DIRAX	
<b>Registration Number:</b>	1730200	POWERCRETE	
<b>Registration Number:</b>	1474988	WPC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	3128622272		
<b>Email:</b>	carrie.rosenburg@kirkland.com		
<b>Correspondent Name:</b>	Carrie Rosenburg		
<b>Address Line 1:</b>	Kirkland and Ellis		
<b>Address Line 2:</b>	300 N LaSalle		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	56018-1		
<b>NAME OF SUBMITTER:</b>	Carrie Rosenburg		
<b>SIGNATURE:</b>	Carrie Rosenburg		

CH \$165.00.00 77704030

<b>DATE SIGNED:</b>	03/23/2024
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**Total Attachments: 4**

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**RELEASE OF FIRST LIEN SECURITY INTEREST IN  
SPECIFIED TRADEMARKS**

This RELEASE OF FIRST LIEN SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of March 21, 2024 (the “Effective Date”), is made by U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the “Agent”) for the Secured Parties, in favor BERRY GLOBAL, INC. (formerly BERRY PLASTICS CORPORATION) (the “Grantor”).

**WHEREAS**, pursuant to that certain Collateral Agreement, dated as of July 1, 2019, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent for the Secured Parties, a security interest in and to certain collateral;

**WHEREAS**, pursuant to the Security Agreement, the Grantor executed that certain First Lien Trademark Security Agreement, dated as of July 1, 2019 (the “Intellectual Property Security Agreement”), which was recorded with the United States Patent and Trademark Office on July 2, 2019, at Reel/Frame 6684-0115;

**WHEREAS**, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

**NOW, THEREFORE**, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the collateral pursuant to the Security Agreement and the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees 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 Agreement, as applicable.

2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, relinquish, discharges, terminates and cancels all of the liens and security interests in, to and under the trademarks and trademark applications set forth Schedule I attached hereto, including (i) all registrations thereof, 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; (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 (collectively, the “Released Trademark Collateral”), arising under the Security Agreement and the Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Intellectual Property Security Agreement, the Agent, without representation or warranty of any kind, hereby transfers, conveys and assigns such right, title or interest to the Grantor.

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 Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Intellectual Property Security Agreement with respect to all such other collateral, and the Agent’s 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 Agent agrees to take all further actions, and provide to the Grantor and its 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 Grantor, at the Grantor's 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 Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**U.S. BANK NATIONAL ASSOCIATION,  
acting in its capacity as Collateral Agent  
for the Secured Parties**



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Name: James W. Hall  
Title: Vice President

[Signature Page to Release of First Lien Security Interest in Specified Trademarks]

**TRADEMARK  
REEL: 008378 FRAME: 0371**

**SCHEDULE I**

**RELEASED TRADEMARK COLLATERAL**

First Lien Trademark Security Agreement, dated as of July 1, 2019,  
recorded on July 2, 2019, at Reel/Frame 6684-0115

<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Current Owner</b>
COVALENCE	77704030 01-APR-2009	3854524 28-SEP-2010	SEAL FOR LIFE INDUSTRIES US LLC (successor in interest to Berry Global Inc.)
WATERWRAP	77471592 12-MAY-2008	3563732 20-JAN-2009	SEAL FOR LIFE INDUSTRIES US LLC (successor in interest to Berry Global Inc.)
POWERCRETE	76335963 09-NOV-2001	2707884 15-APR-2003	SEAL FOR LIFE INDUSTRIES US LLC (successor in interest to Berry Global Inc.)
DIRAX	74095248 10-SEP-1990	1708179 18-AUG-1992	SEAL FOR LIFE INDUSTRIES US LLC (successor in interest to Berry Global Inc.)
POWERCRETE	74091827 22-AUG-1990	1730200 03-NOV-1992	SEAL FOR LIFE INDUSTRIES US LLC (successor in interest to Berry Global Inc.)
WPC	73668107 18-JUN-1987	1474988 02-FEB-1988	SEAL FOR LIFE INDUSTRIES US LLC (successor in interest to Berry Global Inc.)