

Name of Conveying Party(ies) Continued:

Berry Tri-Plas Corporation

Cardinal Packaging, Inc.

Poly-Seal Corporation

Knight Plastics, Inc.

SCHEDULE A

LIST OF PATENTSPackerWare Corporation

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
D417839	29/088350	12/21/99	Jar
D409084	29/088349	05/04/99	Jar
D408276	29/088351	04/20/99	Jar
5657897	08/554668	08/19/97	Beverage container constructed to accommodate cup holders of different sizes
5291708	07/951880	03/08/94	Modular framing system
D350068	07/705146	08/30/94	Combined tamperproof container and closure
5275307	07/966459	01/04/94	Pitcher with locking lid
5219419	07/970043	06/15/93	Stackable mug
D317120	06/862522	05/28/91	Combined tamperproof container and closure
D280566	06/518695	09/17/85	Molded cap
D279311	06/518679	06/18/85	Watering can
D277828	06/392454	03/05/85	Container lid
4201360	05/872879	05/06/80	Injection molding of embossed articles
4092804	05/768970	06/06/78	Flower pot and interlocking saucer
D241453	05/592408		

Berry Sterling Corporation

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
5860557	08/478337	01/29/99	Large drink container to fit vehicle cup holders
5769266	08/503474	06/23/98	Large drink container to fit vehicle cup holders
D383038	29/036845	09/02/97	Container to fit a vehicle cup receptacle
D362368	29/017562	09/19/95	Container to fit a vehicle cup receptacle
5427269	08/181551	06/27/95	Large drink container to fit vehicle cup holders
5433337	08/186419	07/18/95	Large drink container to fit vehicle cup holders
D277828	06/392454	03/05/85	Container lid
D279311	06/518697	06/18/85	Watering can
D280566	06/518695	09/17/85	Molded cap
D317120	06/862522	05/28/91	Combined tamperproof container and closure
D350068	07/705146	08/30/94	Combined tamperproof container and closure
4092804	05/768970		
4201360	05/872879	05/06/80	Injection molding of embossed articles
5219419	07/970043	06/15/93	Stackable mug
5275307	07/966459	01/04/94	Pitcher with locking lid
5291708	07/951880	03/08/94	Modular framing system
5409127	08/135255	04/25/95	Multi-pack container assembly

Berry Iowa Corporation

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
5543104	08/357665	08/06/96	Method for molding a multi-pack container assembly
5409127	08/135255	04/25/95	Multi-pack container assembly
D277828	06/392454	03/05/85	Container lid
D279311	06/518697	06/18/85	Watering can
D280566	06/518695	09/17/85	Molded cap
D317120	06/862522	05/28/91	Combined tamperproof container and closure
D350068	07/705146	08/30/94	Combined tamperproof container and closure
4092804	05/768970		
4201360	05/872879	05/06/80	Injection molding of embossed articles
5219419	07/970043	06/15/93	Stackable mug
5275307	07/966459	01/04/94	Pitcher with locking lid
5291708	07/951880	03/08/94	Modular framing system
5433337	08/186419	07/18/95	Large drink container to fit vehicle cup holders

Berry Tri-Plas Corporation

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
4682706	06/876391	07/28/87	Tamper indicator for use with a reclosable container assembly
5042681	07/463366	08/27/91	Compartmented easy-open package
5042680	07/562256	08/27/91	Reclosable container assembly

D277828	06/392454	03/05/85	Container lid
D279311	06/518697	06/18/85	Watering can
D280566	06/518695	09/17/85	Molded cap
D317120	06/862522	05/28/91	Combined tamperproof container and closure
D350068	07/705146	08/30/94	Combined tamperproof container and closure
4092804	05/768970		
4201360	05/872879	05/06/80	Injection molding of embossed articles
5219419	07/970043	06/15/93	Stackable mug
5275307	07/966459	01/04/94	Pitcher with locking lid
5291708	07/951880	03/08/94	Modular framing system
5409127	08/135255	04/25/95	Multi-pack container assembly
5433337	08/186419	07/18/95	Large drink container to fit vehicle cup holders

Cardinal Packaging, Inc.

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
D321,477	07/182060	11/21/91	Container
D321,318	07/182071	11/05/91	Container
4,997,098	07/410668	03/06/91	Bail ear for plastic container
5,052,574	07/480772	10/01/91	Tamper-proof and tamper-evident container closure system
5,307,948	07/767115	05/03/94	Tamper-proof and tamper-evident container closure system
5,287,990	07/911517	02/22/94	Plastic bail handle

5,457,850	08/199429	10/17/95	Plastic bail handle
5,596,801	08/118009	01/28/97	Bailing assembly for plastic handle application
5,435,431	08/198507	07/25/97	Container tipping apparatus
D367,818	29/017430	03/12/96	Plastic lid with an extended skirt for paper containers

Serial No.Application Date

09/050,479

03/30/98

Knight Plastics, Inc.

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
4325497	06/127594	04/20/82	Child-resistant spray through cover
5400912	08/060093	03/28/95	Closure with concealed hinge
5779110	08/412184	07/14/98	Package having closure assembly with concealed hinge
5989469	08/927845	11/23/99	Method for making a non-drip valve for an inverted container
5931352	08/927345	08/03/99	Snap-fit non-drip valve and method for assembly thereof

Poly-Seal Corporation

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
5765705	08/689087	06/16/98	Child resistant closure
4752014	07/133652	06/21/88	Tamper-evident child-resistant closure and container with same
4744481	07/046394	05/17/88	Closure for containers
4741447	07/043106	05/03/88	Linerless cap closure

4878589	07/186460	11/07/89	Linerless cap closure
4881892	07/255822	11/21/89	Apparatus for making tamper-evident closures
4957211	07/378057	09/18/90	Vacuum-indicating closure
5090582	07/598316	02/25/92	Bottle cap
4295436	06/039220	10/20/81	Cap lining machine

AMENDED, RESTATED AND CONSOLIDATED COLLATERAL ASSIGNMENT
OF PATENTS AS SECURITY

THIS AMENDED, RESTATED AND CONSOLIDATED COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY (this "Assignment") is made as of this 1st day of May, 2000, by PACKERWARE CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("PackerWare"), BERRY STERLING CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("Berry Sterling"), BERRY IOWA CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("Berry Iowa") and BERRY TRI-PLAS CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("Berry Tri-Plas"), CARDINAL PACKAGING, INC., a corporation organized and existing under the laws of the State of Ohio ("Cardinal"), POLY-SEAL CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("Poly-Seal"), and KNIGHT PLASTICS, INC., a corporation organized and existing under the laws of the State of Delaware ("Knight") (PackerWare, Berry Sterling, Berry Iowa, Berry Tri-Plas, Cardinal, Poly-Seal and Knight are herein individually referred to as the "Assignor" and collectively as the "Assignors"), in favor of BANK OF AMERICA, N.A., formerly known as NationsBank, N.A., a national banking association, as agent for itself and each of the "Lenders" as defined in the "Financing Agreement" (as hereinafter defined) (the "Agent").

RECITALS

A. Berry Plastics Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Borrower"), NIM Holdings Limited, a company organized and existing under the laws of England and Wales ("NIM Holdings"), Berry Plastics UK Limited, a company organized and existing under the laws of England and Wales ("Berry UK"), the Agent and certain of the Lenders are parties to that certain Second Amended and Restated Financing and Security Agreement dated as of July 2, 1998 (as amended, restated, supplemented or otherwise modified, the "Original Credit Agreement"). Pursuant to the provisions of the Original Credit Agreement, the Borrower applied to the Lenders for credit facilities consisting of (i) a revolving credit facility in the maximum principal amount of \$70,000,000 (the "Domestic Revolving Credit Facility"), (ii) a letter of credit facility in the maximum principal amount of \$5,000,000 (the "Domestic Letter of Credit Facility"), as part of that revolving credit facility, (iii) a term loan facility in the maximum principal amount of \$35,828,079 ("Term Loan A"), (iv) a term loan facility in the maximum principal amount of \$36,500,000 ("Term Loan B"), (iv) a standby letter of credit facility in the maximum principal amount of \$18,852,000 ("the "Bond Letter of Credit Facility"), (v) a special source bond facility in the maximum principal amount of \$860,575.07 (the "Special Source Bond"), all to be used by the Borrower for the Permitted Uses described in the Original Credit Agreement. In addition, the Borrower, NIM Holdings and Berry UK applied to the UK Lender (as defined in the Original Credit Agreement) for (i) a revolving credit facility in the maximum principal amount of £1,500,000 (the "UK Revolving Loan") and (ii) a term loan facility in the maximum principal amount of £4,500,000 (the "UK Term Loan").

B. Payment and performance of the obligations, liabilities and indebtedness under and in connection with the Original Credit Agreement are secured by (i) that certain collateral assignment of patents as security dated as of January 21, 1997 from BTP, BIC, Berry Sterling and PackerWare to the Agent for the benefit of the Lenders ratably and the Agent, (ii) that certain collateral assignment of patents as security dated as of August 29, 1997 from Venture Southeast and Venture Midwest, and (iii) that certain collateral assignment of patents as security dated as of October 16, 1998 from Knight to the Agent for the benefit of the Lenders ratably and the Agent, and (iv) that certain collateral assignment of patents as security dated as of July 6, 1999 from Cardinal to the Agent for the benefit of the Lenders ratably and the Agent (all as amended, restated, supplemented or otherwise modified in writing at any time and from time to time, collectively, the "Original Patent Assignments"). The Original Patent Assignments grant and assign to the Agent for the benefit of the Lenders ratably and the Agent a lien on, assignment of, and security interest in, certain patents then owned by one or more of the Assignors, including certain of those patents listed on SCHEDULE A attached hereto and made a part hereof (the "Existing Patents").

C. The Bond Letter of Credit Facility originally consisted of three (3) letters of credit issued in connection with certain obligations of the Borrower and/or one or more of the Borrower's subsidiaries under certain bond obligations (the "Bond Letters of Credit"). Subsequently, two (2) of the three (3) Bond Letters of Credit have expired and/or been terminated, such that as of the date of this Assignment there remains outstanding only a single Bond Letter of Credit. In addition, since the execution and delivery of the Original Credit Agreement, all obligations of the Borrower under and in connection with the Special Source Bond have been repaid in full.

D. The Borrower has advised the Agent and the Lenders that contemporaneously with the execution and delivery of this Assignment, the Borrower has acquired or intends to acquire all of the capital stock ("Poly-Seal Stock") issued by Poly-Seal in accordance with the provisions of that certain Agreement and Plan of Merger by and among the existing shareholders of Poly-Seal and the Borrower (as amended, restated, supplemented or otherwise modified, the "Poly-Seal Purchase Agreement"). Immediately upon closing and consummation of the Borrower's acquisition of the Poly-Seal Stock, the Borrower intends to merge Berry Plastics Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware ("Berry Acquisition") into Poly-Seal such that Poly-Seal will be the surviving corporation. Following the Borrower's acquisition of the Poly-Seal Stock and the merger of Berry Acquisition into Poly-Seal, Poly-Seal will be a wholly-owned subsidiary of the Borrower. Poly-Seal is the owner of certain patents, including certain of those patents listed on SCHEDULE A attached hereto and made a part hereof (the "Poly-Seal Patents").

E. In connection with the purchase of the Poly-Seal Stock, the Borrower has requested that the Agent and the Lenders agree (i) to readvance a portion of Term Loan A previously repaid by the Borrower such that as of the date of this Assignment, the unpaid principal balance of Term Loan A shall be in an amount up to, but not exceeding \$63,000,000, (ii) to readvance a portion of Term Loan B previously repaid by the Borrower such that as of the date of this Assignment, the unpaid principal balance of Term Loan B shall be equal to \$17,500,000, and (iii) otherwise to amend certain terms and conditions of the Original Credit Agreement. In addition, the Borrower has requested that the Agent and the Lenders consent and

agree to (1) the acquisition of the Poly-Seal Stock by the Borrower in accordance with the terms and conditions of the Poly-Seal Purchase Agreement, (2) the merger of Berry Acquisition into Poly-Seal, (3) the Parent's issuance of a class of preferred stock for sale to one or more existing shareholders for an aggregate purchase price of Twenty-five Million Dollars (\$25,000,000) (the "Preferred Stock"), the proceeds of which sale are to be used to finance, in part, the closing and consummation of the Borrower's purchase of the Poly-Seal Stock, and (4) Berry UK's acquisition of certain assets of Capsal-Certwood UK Ltd.

F. The Borrower, the Agent and the Lenders have agreed to amend and restate the Original Credit Agreement in accordance with the terms and conditions of that certain Third Amended and Restated Financing and Security Agreement dated the date hereof by and among the Borrower, NIM Holdings, Berry UK, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified, the "Financing Agreement"). Under the terms of the Financing Agreement, the Lenders have made the following credit facilities available to the Borrower, NIM Holdings and Berry UK: (i) a revolving credit facility available to the Borrower in the maximum principal amount of \$70,000,000, (ii) a letter of credit facility available to the Borrower in the maximum principal amount of \$5,000,000, as part of that revolving credit facility, (iii) a term loan facility available to the Borrower in the maximum principal amount of \$63,000,000, (iv) an additional term loan available to the Borrower in the maximum principal amount of \$17,500,000 (v) a bond letter of credit facility in the maximum principal amount of \$4,180,822, (vi) a revolving credit facility available to NIM Holdings and Berry UK up to a maximum principal amount of £1,500,000 and (vii) a term loan available to NIM Holdings up to a maximum principal amount of £4,500,000 (collectively, the "Credit Facilities"). The Credit Facilities are evidenced by, and are to be repaid with interest in accordance with the provisions of the Notes and the Letter of Credit Documents (each as defined in the Financing Agreement) and are secured as provided in the Financing Agreement. All capitalized terms used, but not specifically defined herein, shall have the meanings given such terms in the Financing Agreement.

G. As a condition of execution and delivery of the Financing Agreement, the Agent and the Lenders have required that the Original Patent Assignments be amended, restated and consolidated in accordance with the terms of this Assignment. The Assignors have adopted, used and are using certain patents as listed on SCHEDULE A attached hereto and made a part hereof and have applied for or have pending the patents also as listed on SCHEDULE A (collectively, the "Patents"); the Patents include the Existing Patents and the Poly-Seal Patents.

H. The Financing Agreement and certain other Financing Documents contain security agreements under which the Assignors have granted to the Agent for the benefit of the Agent and for the ratable benefit of the Lenders, a Lien on, and security interest in, certain assets of the Assignors associated with or relating to products sold under any one or more of the Patents and under which the Agent is entitled to foreclose or otherwise deal with the Patents under the terms and conditions set forth in the Financing Agreement.

I. The Agent desires to have the interest of the Agent and the Lenders in such Patents confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

J. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, each of the Assignors has agreed to assign to the Agent, for the benefit of the Agent and for the ratable benefit of the Lenders, the Patents and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
ASSIGNMENT

In consideration of and pursuant to the terms of the Financing Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, each of the Assignors hereby grants, assigns and conveys to the Agent, for the benefit of the Agent and for the ratable benefit of the Lenders, all of its present and future right, title and interest in and to, and grants to the Agent, for the benefit of the Agent and for the ratable benefit of the Lenders, a security interest in, Lien on, and collateral assignment of, the Patents, together with all of each Assignor's rights, title and interest in and to (a) any and all inventions and improvements described and claimed in such Patents and patent applications, (b) reissues, divisions, continuations, renewals, extensions and continuations-in-part of any Patents and patent applications, (c) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect to any patents or patent applications, including, without limitation, damages and payments for past and future infringements, (d) rights to sue for past, present and future infringements of patents, and (f) all rights corresponding to any of the foregoing throughout the world.

The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignors from the Agent, and subject to the filing with and notice to the United States Patent and Trademark Office shall become an absolute assignment in favor of the Agent or in favor of such person as the Agent may designate, and may be the subject of such confirmatory instruments as the Agent may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Patent Existence.

The Assignors represent and warrant to the Agent, and shall be deemed to represent and warrant to the Agent at the time a Loan is made or a Letter of Credit is issued, that:

2.1.1 Based on the records of the United States Patent and Trademark Office and to the Assignors' knowledge, the Patents that have been issued are subsisting and have not been adjudged invalid or unenforceable in the United States.

2.1.2 Each of the Patents is valid and enforceable in the United States.

2.1.3 Except as set forth on SCHEDULE B to this Assignment, the Assignors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Patents, each of the Patents is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignors not to sue third persons in the United States.

2.1.4 The Assignors have the right to enter into this Assignment and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Patents and Consents.

The Assignors jointly and severally covenant that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

3.1.1 They will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Agent's rights under this Assignment.

3.1.2 They will exercise reasonable supervision over each of their present and future employees, agents and consultants which will enable the Assignors to comply with the covenants herein contained.

3.1.3 If any Assignor obtains rights or becomes entitled to the benefit of any patent, patent application, or patentable invention (other than the Patents), or becomes entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, the provisions of this Assignment shall automatically apply thereto, and such Assignor shall give to Agent prompt written notice thereof along with an amended SCHEDULE A.

3.1.4 The Assignors shall, at the Agent's request, obtain consents to this Assignment where the Assignors' right to assign any Patents requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Financing Agreement, the Assignors hereby covenant and agree to maintain the Patents in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

3.2.2 Except as permitted by the provisions of the Financing Agreement, the Assignors shall have the duty to (a) prosecute diligently any patent application that is part of the Patents pending as of the date of this Assignment or thereafter to the extent the value of such

application in the Assignors' business justifies such prosecution until the Obligations shall have been satisfied in full, (b) preserve and maintain all rights in such applications and/or Patents including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Agent, to make federal patent application for patentable inventions. Any expenses incurred in connection with such applications shall be part of the Enforcement Costs. The Assignors shall not abandon any material Patent or any pending application for patent registration, without the consent of the Agent, which consent shall not be unreasonably withheld or delayed.

3.2.3 Prior to an Event of Default, the Assignors shall have the right to bring suit in its own name to enforce the Patents, in which event the Agent may, if necessary, at its own expense, following no less than thirty (30) days prior written notice, be joined as a nominal party to such suit if the Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

3.2.4 If any Assignor fails to comply with any of its obligations hereunder in any material respect, the Agent may do so in such Assignor's name or in the Agent's name, or in any Lender's name, but at the Assignors' expense, and the Assignors hereby agree to reimburse and indemnify the Agent in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Patents.

3.2.5 The Assignors will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Patents.

Section 3.3 Fees and Expenses

The Assignors jointly and severally agree to pay to the Agent upon demand as part of the Enforcement Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by the Agent in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Patents, or in enforcing the Agent's and Lenders' rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by the Assignors on demand by the Agent.

ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignors' Use.

Prior to an Event of Default (a) the Assignors shall have an exclusive nontransferable right and license to use the Patents and (b) the Agent shall have no right to use the Patents or issue any exclusive or non-exclusive license under the Patents, or assign, pledge or otherwise transfer title in the Patents to any other party. Except as otherwise permitted by the Financing

Agreement, the Assignors agree not to sell or assign its interest in, or grant any sublicense under (except in the ordinary course of the Assignors' business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to, the license granted to the Assignors in this Section, without the prior written consent of the Agent.

Section 4.2 Certain Agent Rights.

The Assignors hereby covenant and agree that the Agent, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law may, following an Event of Default, upon notice to the Assignors, terminate the license set forth in Section 4.1 (Assignors' Use), and may take such other action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Patents covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, each of the Assignors upon the occurrence of an Event of Default hereby constitutes and appoints the Agent (with full power of substitution and delegation, the Agent being hereby authorized and empowered so to name any officer or agent of the Agent as the Agent may select, in its exclusive discretion), as each Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignors, to endorse any Assignor's name on all applications, documents, papers and instruments in the name of the Agent, in the name of any or all of the Lenders, or in the name of any Assignor or otherwise. for the use and benefit of the Agent to use the Patents or to grant or issue any exclusive or non-exclusive license under the Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Financing Agreement, the Financing Documents and other obligations and until all of the Obligations to the Agent and the Lenders are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations (except for contingent indemnity and expense reimbursement obligations for which no claim has been made) and termination or expiration of all Commitments and all Letters of Credit, the Agent shall, upon the Assignors' request and at its sole expense, execute and deliver to the Assignors all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Patents.

Section 4.5 No Waiver.

No course of dealing between the Assignors and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Agent's rights

and remedies with respect to the Patents, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignors and the Agent or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the “Agent” or a “Lender” under the Financing Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Financing Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Heading

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

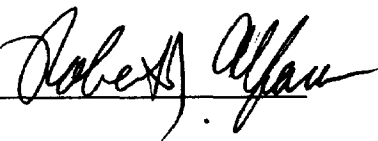
Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Assignors have executed this Assignment under seal, the day and year first above written.

WITNESS OR ATTEST:

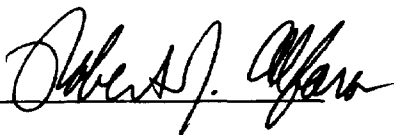
PACKERWARE CORPORATION



By:  _____ (SEAL)
James M. Kratochvil
Executive Vice President

WITNESS OR ATTEST:

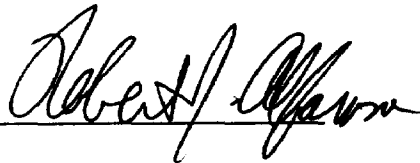
BERRY STERLING CORPORATION



By:  _____ (SEAL)
James M. Kratochvil
Executive Vice President

WITNESS OR ATTEST:

BERRY IOWA CORPORATION.

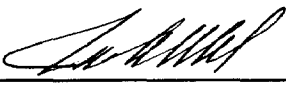


By:  _____ (SEAL)
James M. Kratochvil
Executive Vice President

WITNESS OR ATTEST:

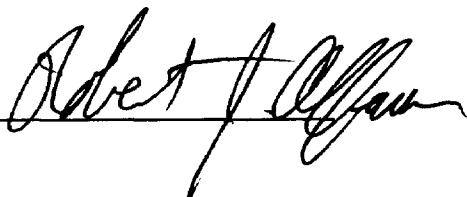
BERRY TRI-PLAS CORPORATION

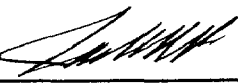


By:  _____ (SEAL)
James M. Kratochvil
Executive Vice President

WITNESS OR ATTEST:

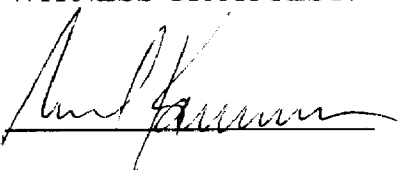
CARDINAL PACKAGING, INC.




By:  _____ (SEAL)
James M. Kratochvil
Executive Vice President

WITNESS OR ATTEST:

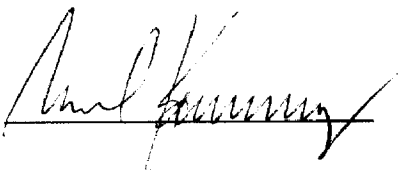
KNIGHT PLASTICS, INC.




By:  (SEAL)
James M. Kratochvil
Executive Vice President

WITNESS OR ATTEST:

POLY-SEAL CORPORATION



By:  (SEAL)
James M. Kratochvil
Executive Vice President

ACKNOWLEDGMENT

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

On this ____ day of _____, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of PackerWare Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

On this ____ day of _____, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Berry Sterling Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public

My Commission Expires: _____

WITNESS OR ATTEST:

KNIGHT PLASTICS, INC.

By: _____ (SEAL)
James M. Kratochvil
Executive Vice President

WITNESS OR ATTEST:

POLY-SEAL CORPORATION

By: _____ (SEAL)
James M. Kratochvil
Executive Vice President

ACKNOWLEDGMENT

STATE OF New York, CITY/COUNTY OF _____, TO WIT:

On this ____ day of MAY, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of PackerWare Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Mariluz Ocasio
Notary Public

My Commission Expires: April 3, 2000

Mariluz Ocasio
Notary Public; State of New York
No. 010C5041351
Qualified in Kings County
Commission Expires April 3, 2001

ACKNOWLEDGMENT

STATE OF New York, CITY/COUNTY OF _____, TO WIT:

On this ____ day of MAY, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Berry Sterling Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Mariluz Ocasio
Notary Public

My Commission Expires: April 3, 2001

Mariluz Ocasio
Notary Public; State of New York
No. 010C5041351
Qualified in Kings County
Commission Expires April 3, 2001

ACKNOWLEDGMENT

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

On this ____ day of May, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Berry Iowa Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Mariluz Ocasio
Notary Public

My Commission Expires: April 3, 2001

Mariluz Ocasio
Notary Public, State of New York
No. 01005041351
Qualified in Kings County
Commission Expires April 3, 2001

ACKNOWLEDGMENT

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

On this ____ day of May, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Berry Tri-Plas Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Mariluz Ocasio
Notary Public

My Commission Expires: April 3, 2001

Mariluz Ocasio
Notary Public, State of New York
No. 01005041351
Qualified in Kings County
Commission Expires April 3, 2001

ACKNOWLEDGMENT

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

On this ____ day of _____, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Cardinal Packaging, Inc., an Ohio corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

On this ____ day of _____, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Knight Plastics, Inc., a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

On this ____ day of _____, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Cardinal Packaging, Inc., an Ohio corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF New York, CITY/COUNTY OF New York, TO WIT:

On this 5 day of May, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Knight Plastics, Inc., a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Augusta Peterson
Notary Public

My Commission Expires: _____

AUGUSTA PETERSON
NOTARY PUBLIC, State of New York
No. 01PE4999442
Qualified in Queens County
Commission Expires July 20, 2000

ACKNOWLEDGMENT

STATE OF New York, CITY/COUNTY OF New York, TO WIT:

On this ____ day of May, 2000, before me personally appeared James M. Kratochvil, to me known and being duly sworn, deposes and says that he is the Executive Vice President of Poly-Seal Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Executive Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Augusta Peterson
Notary Public

My Commission Expires: _____

AUGUSTA PETERSON
NOTARY PUBLIC, State of New York
No. 01PE4999442
Qualified in Queens County
Commission Expires July 20, 2000

SCHEDULE A

LIST OF PATENTS**PackerWare Corporation**

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
D417839	29/088350	12/21/99	Jar
D409084	29/088349	05/04/99	Jar
D408276	29/088351	04/20/99	Jar
5657897	08/554668	08/19/97	Beverage container constructed to accommodate cup holders of different sizes
5291708	07/951880	03/08/94	Modular framing system
D350068	07/705146	08/30/94	Combined tamperproof container and closure
5275307	07/966459	01/04/94	Pitcher with locking lid
5219419	07/970043	06/15/93	Stackable mug
D317120	06/862522	05/28/91	Combined tamperproof container and closure
D280566	06/518695	09/17/85	Molded cap
D279311	06/518679	06/18/85	Watering can
D277828	06/392454	03/05/85	Container lid
4201360	05/872879	05/06/80	Injection molding of embossed articles
4092804	05/768970	06/06/78	Flower pot and interlocking saucer
D241453	05/592408		

Berry Sterling Corporation

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
5860557	08/478337	01/29/99	Large drink container to fit vehicle cup holders
5769266	08/503474	06/23/98	Large drink container to fit vehicle cup holders
D383038	29/036845	09/02/97	Container to fit a vehicle cup receptacle
D362368	29/017562	09/19/95	Container to fit a vehicle cup receptacle
5427269	08/181551	06/27/95	Large drink container to fit vehicle cup holders
5433337	08/186419	07/18/95	Large drink container to fit vehicle cup holders
D277828	06/392454	03/05/85	Container lid
D279311	06/518697	06/18/85	Watering can
D280566	06/518695	09/17/85	Molded cap
D317120	06/862522	05/28/91	Combined tamperproof container and closure
D350068	07/705146	08/30/94	Combined tamperproof container and closure
4092804	05/768970		
4201360	05/872879	05/06/80	Injection molding of embossed articles
5219419	07/970043	06/15/93	Stackable mug
5275307	07/966459	01/04/94	Pitcher with locking lid
5291708	07/951880	03/08/94	Modular framing system
5409127	08/135255	04/25/95	Multi-pack container assembly

Berry Iowa Corporation

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
5543104	08/357665	08/06/96	Method for molding a multi-pack container assembly
5409127	08/135255	04/25/95	Multi-pack container assembly
D277828	06/392454	03/05/85	Container lid
D279311	06/518697	06/18/85	Watering can
D280566	06/518695	09/17/85	Molded cap
D317120	06/862522	05/28/91	Combined tamperproof container and closure
D350068	07/705146	08/30/94	Combined tamperproof container and closure
4092804	05/768970		
4201360	05/872879	05/06/80	Injection molding of embossed articles
5219419	07/970043	06/15/93	Stackable mug
5275307	07/966459	01/04/94	Pitcher with locking lid
5291708	07/951880	03/08/94	Modular framing system
5433337	08/186419	07/18/95	Large drink container to fit vehicle cup holders

Berry Tri-Plas Corporation

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
4682706	06/876391	07/28/87	Tamper indicator for use with a reclosable container assembly
5042681	07/463366	08/27/91	Compartmented easy-open package
5042680	07/562256	08/27/91	Reclosable container assembly

D277828	06/392454	03/05/85	Container lid
D279311	06/518697	06/18/85	Watering can
D280566	06/518695	09/17/85	Molded cap
D317120	06/862522	05/28/91	Combined tamperproof container and closure
D350068	07/705146	08/30/94	Combined tamperproof container and closure
4092804	05/768970		
4201360	05/872879	05/06/80	Injection molding of embossed articles
5219419	07/970043	06/15/93	Stackable mug
5275307	07/966459	01/04/94	Pitcher with locking lid
5291708	07/951880	03/08/94	Modular framing system
5409127	08/135255	04/25/95	Multi-pack container assembly
5433337	08/186419	07/18/95	Large drink container to fit vehicle cup holders

Cardinal Packaging, Inc.

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
D321,477	07/182060	11/21/91	Container
D321,318	07/182071	11/05/91	Container
4,997,098	07/410668	03/06/91	Bail ear for plastic container
5,052,574	07/480772	10/01/91	Tamper-proof and tamper-evident container closure system
5,307,948	07/767115	05/03/94	Tamper-proof and tamper-evident container closure system
5,287,990	07/911517	02/22/94	Plastic bail handle

5,457,850	08/199429	10/17/95	Plastic bail handle
5,596,801	08/118009	01/28/97	Bailing assembly for plastic handle application
5,435,431	08/198507	07/25/97	Container tipping apparatus
D367,818	29/017430	03/12/96	Plastic lid with an extended skirt for paper containers

Serial No.Application Date

09/050,479

03/30/98

Knight Plastics, Inc.

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
4325497	06/127594	04/20/82	Child-resistant spray through cover
5400912	08/060093	03/28/95	Closure with concealed hinge
5779110	08/412184	07/14/98	Package having closure assembly with concealed hinge
5989469	08/927845	11/23/99	Method for making a non-drip valve for an inverted container
5931352	08/927345	08/03/99	Snap-fit non-drip valve and method for assembly thereof

Poly-Seal Corporation

<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
5765705	08/689087	06/16/98	Child resistant closure
4752014	07/133652	06/21/88	Tamper-evident child-resistant closure and container with same
4744481	07/046394	05/17/88	Closure for containers
4741447	07/043106	05/03/88	Linerless cap closure

4878589	07/186460	11/07/89	Linerless cap closure
4881892	07/255822	11/21/89	Apparatus for making tamper-evident closures
4957211	07/378057	09/18/90	Vacuum-indicating closure
5090582	07/598316	02/25/92	Bottle cap
4295436	06/039220	10/20/81	Cap lining machine