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Form PTO-1595
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OMB No. 0651-0027 (exp. 5/31/2002)

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America, N.A.

17-29-02

2. Name and address of receiving party(ies)

Name: PackerWare Corporation

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination, Release and Discharge of
- Merger
- Change of Name

Security Interest in Patents

Execution Date: July 18, 2002

Street Address: 2330 Packer Road

City: Lawrence State: KS Zip: 66049

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)
See Attached Sheet

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patrice A. King, Esq.

Internal Address: Goodwin Procter LLP

Street Address: 7 Becker Farm Road

City: Roseland State: NJ Zip: 07068

6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 3.41).....\$ 600.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-0923

(Attach duplicate copy of this page if paying by deposit account)

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JUL 27 11:03
FINANCE SECTION

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patrice A. King (Reg. No. 44,833)

Name of Person Signing

Patrice A. King
Signature

July 29, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 013138 FRAME: 0213

CONTINUATION OF ITEM 4

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		

TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN PATENTS

This TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN PATENTS (the "**Release**") is made and entered into as of July 22, 2002, by BANK OF AMERICA, N.A., formerly known as NationsBank, N.A., a national banking association, as collateral agent for itself, the Lenders and the GE Agent (as such terms are defined below) (in such capacity, the "**Collateral Agent**") for the benefit of PACKERWARE CORPORATION, a Delaware corporation ("**PackerWare**"), BERRY STERLING CORPORATION, a Delaware corporation ("**Berry Sterling**"), BERRY IOWA CORPORATION, a Delaware corporation ("**Berry Iowa**"), BERRY TRI-PLAS CORPORATION, a Delaware corporation ("**Berry Tri-Plas**"), CARDINAL PACKAGING, INC., an Ohio corporation ("**Cardinal**"), POLY-SEAL CORPORATION, a Delaware corporation ("**Poly-Seal**") and KNIGHT PLASTICS, INC., a Delaware corporation ("**Knight**") (PackerWare, Berry Sterling, Berry Iowa, Berry Tri-Plas, Cardinal, Poly-Seal and Knight are herein collectively referred to as the "**Assignors**").

Reference is made in this Release to: (i) that certain Third Amended and Restated Financing and Security Agreement dated as of May 9, 2000, as amended by (A) that certain First Amendment to Third Amended and Restated Financing and Security Agreement dated as of July 14, 2000, (B) that certain Second Amendment to Third Amended and Restated Financing and Security Agreement dated as of September 6, 2000 and (C) that certain Third Amendment to Third Amended and Restated Financing and Security Agreement dated as of May 14, 2001 (as amended, restated, supplemented or otherwise modified, the "**BofA Loan Agreement**"), by and among Berry Plastics Corporation ("**BPC**"), NIM Holdings Limited and Berry Plastics UK Limited as borrowers, certain lenders party to the BofA Loan Agreement from time to time as lenders, General Electric Capital Corporation ("**GECC**") as documentation agent and Bank of America, N.A. ("**Bank of America**") as both collateral and administrative agent for the lenders thereunder and as lead arranger; and (ii) that certain Loan and Security Agreement dated as of July 14, 2000, as amended by that certain First Amendment to Loan and Security Agreement dated as of May 14, 2001 (as amended, restated, supplemented or otherwise modified, the "**GE Loan Agreement**"), by and among BPC as borrower, certain lenders party to the GE Loan Agreement from time to time as lenders, GECC as administrative agent for the lenders thereunder (in such capacity, the "**GE Agent**") and Bank of America as collateral agent for the lenders thereunder. The indebtedness represented by the BofA Loan Agreement and the GE Loan Agreement is referred to in this Release collectively as the "**Secured Obligations**." The lenders under the BofA Loan Agreement and the GE Loan Agreement are referred to in this Release collectively as the "**Lenders**."

RECITALS

A. To secure payment of the Secured Obligations, the Assignors pledged to the Collateral Agent, among other things, the collateral described in that certain Amended, Restated and Consolidated Collateral Assignment of Patents as Security dated as of May 9, 2000 by the Assignors in favor of Bank of America as agent for itself, the GE Agent and the lenders thereunder, recorded with the United States Patent and Trade Office on May 23, 20 in Reel

010832, Frame 0835, as amended by that certain First Amendment to Amended and Restated Collateral Assignment of Patents as Security dated as of July 14, 2000 by and among the Assignors and Bank of America in its capacity as both collateral agent for itself and the lenders thereunder, recorded with the United States Patent and Trade Office on Sept. 12, 2000 in Reel 011258, Frame 0432 (as amended, the “**Collateral Assignment**”).

B. As of the date hereof, pursuant to (i) a Pay-Out Agreement dated July 18, 2002 among BPC, Bank of America and Goldman Sachs Credit Partners L.P., as Administrative Agent under the New Facility (as such terms are defined therein) (the “**BofA Pay-Out Agreement**”), and (ii) a Pay-Out Agreement dated July 18, 2002 among BPC, GECC and Goldman Sachs Credit Partners L.P., as Administrative Agent under the New Facility (as such terms are defined therein) (the “**GECC Pay-Out Agreement**”) (the BofA Pay-Out Agreement and the GECC Pay-Out Agreement are herein collectively referred to as the “**Pay-Out Agreements**”), all of the Secured Obligations have been paid in full, and Bank of America and GECC have agreed to release all of their respective security interests, liens and any and all similar interests created as security for the Secured Obligations, including security interests, liens and any and all similar interests created pursuant to the Collateral Assignment and any other security or other interest in the property described in Exhibit A to the Collateral Assignment which was previously granted to the Collateral Agent.

NOW, THEREFORE, in consideration of the provisions and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, as collateral agent for and on behalf of itself, the Lenders and the GE Agent hereby agrees as follows:

1. Release of Security Interests. Effective as of the date first above written, the Collateral Agent hereby irrevocably and forever terminates, releases and discharges from any and all interests and obligations of the Assignors to the Collateral Agent, the GE Agent and the Lenders pursuant to the Collateral Assignment and any other security or other interest in the property described in Exhibit A to the Collateral Assignment which was previously granted to the Collateral Agent, and forever terminates, releases and discharges any and all security interests in, and any pledge of or lien upon, and, to the extent that the Collateral Agent owns any rights therein, assigns to the Assignors its entire right, title and interest in any and all Patents and Patent Collateral (as such terms are defined in the Collateral Assignment) of the Assignors or any of their subsidiaries and/or affiliates identified on Exhibit A attached hereto and incorporated herein by this reference, including without limitation, any and all of the Assignors’ or any of their subsidiaries’ and/or affiliates’ 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 (e) all rights corresponding to any of the foregoing throughout the world; and declares null and void all liens, security interests, assignments and any and all similar interests of the Collateral Agent, the GE Agent and the

Lenders arising from the Collateral Assignment and any other security or other similar interest in the property described in Exhibit A to the Collateral Assignment which was previously granted to the Collateral Agent and any prior assignments of Patents and Patent Collateral by the Assignors or any of their subsidiaries and/or affiliates to the Collateral Agent, or the Collateral Agent's predecessor in interest, NationsBank, N.A, a national banking association.

2. Worldwide Scope of Release. By this Release, the Collateral Agent intends to and hereby does terminate, release, discharge or otherwise eliminate any and all rights, titles and interests, in any jurisdiction anywhere in the world, of the Collateral Agent, the GE Agent and/or the Lenders in and to any and all Patents and Patent Collateral of the Assignors or any of their subsidiaries and/or affiliates under the Collateral Assignment identified on Exhibit A attached hereto and incorporated herein by this reference, and any other security or other interest in the property described in Exhibit A to the Collateral Assignment which was previously granted to the Collateral Agent, including without limitation any and all of the Assignors' or any of their subsidiaries' and/or affiliates' 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 (e) all rights corresponding to any of the foregoing throughout the world; and declares null and void all liens, security interests, assignments and any and all similar interests of the Collateral Agent, the GE Agent and the Lenders arising from the Collateral Assignment and any other security or other similar interest in the property described in Exhibit A to the Collateral Assignment which was previously granted to the Collateral Agent and any prior assignments of Patents and Patent Collateral by the Assignors or any of their subsidiaries and/or affiliates to the Collateral Agent, or the Collateral Agent's predecessor in interest, NationsBank, N.A, a national banking association.

3. Recordation of Release. The Collateral Agent understands and agrees that this Release may be recorded by or for the Assignors or any of their subsidiaries and/or affiliates with the United States Patent and Trademark Office and with any other similar agency, office or authority in any jurisdiction anywhere in the world.

4. Further Actions. Pursuant to the terms and conditions of the Pay-Out Agreements, the Collateral Agent further agrees, at the Assignors' expense, to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction anywhere in the world that the Assignors or any of their subsidiaries and/or affiliates or any third party with a valid security interest in the Patents and Patent Collateral may reasonably require to effect the intent and purpose of this Release.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Collateral Agent has executed this Termination, Release and Discharge of Security Interests in Patents as of the date first set forth above.

BANK OF AMERICA, N.A., as collateral agent
for and on behalf of itself, the Lenders and the GE
Agent

By: *Dan Petrik*
Name: DAN PETRIK
Title: VICE PRESIDENT

STATE OF :
COUNTY OF : SS

The foregoing instrument was acknowledged before me this 18 day of July, 2002, by Dan Petrik, the Vice President of Bank of America, N.A., formerly NationsBank, N.A., a national banking association, on behalf of the association.

Doyle J Dole
Notary Public
My Commission Expires:

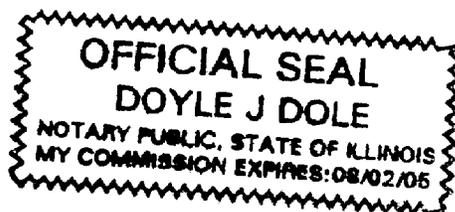


Exhibit A

See Attached

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

<u>Serial No.</u>	<u>Application Date</u>
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

Polv-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