

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ira G. Boots</td> <td>08/23/2005</td> </tr> <tr> <td>David J. Jochem</td> <td>06/14/2005</td> </tr> <tr> <td>Donald A. Scott</td> <td>06/14/2005</td> </tr> <tr> <td>William M. Hall</td> <td>08/19/2005</td> </tr> <tr> <td>Charles L. Williams</td> <td>06/14/2005</td> </tr> </tbody> </table>		Name	Execution Date	Ira G. Boots	08/23/2005	David J. Jochem	06/14/2005	Donald A. Scott	06/14/2005	William M. Hall	08/19/2005	Charles L. Williams	06/14/2005
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RECEIVING PARTY DATA													
Name:	Berry Plastics Corporation												
Street Address:	101 Oakley Street												
City:	Evansville												
State/Country:	INDIANA												
Postal Code:	47706												
PROPERTY NUMBERS Total: 1													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11145916</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11145916								
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CORRESPONDENCE DATA													
Fax Number:	(317)231-7433												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	317-231-7360												
Email:	ktaylor@btlaw.com												
Correspondent Name:	Karen Taylor (Barnes & Thornburg LLP)												
Address Line 1:	11 South Meridian Street												
Address Line 4:	Indianapolis, INDIANA 46204												
NAME OF SUBMITTER:	Richard A. Rezek												

CH \$40.00 11145916

Total Attachments: 6
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Attorney Docket No.: 5723-77289
Client Reference No.: BP-211

PATENT ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s) of Inventor(s) Ira G. Boots
David J. Jochem
Donald A. Scott
William M. Hall
Charles L. Williams

maker(s) of an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

Title of Application CONTAINER WITH LOCKABLE LID

Serial No.: 11/145,916
Filing Date: June 6, 2005

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee Berry Plastics Corporation

Address of principal place of business 101 Oakley Street
Evansville, Indiana 47706

Insert State of Incorporation (if applicable) or "Not Applicable" a corporation of Delaware

(hereinafter designated as the Assignee) their entire right, title, and interest in, to, and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the application(s) in the United States and foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such applications, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the application(s) or continuation, division, reissue, or reexamination thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

ASSIGNMENT TO BUSINESS CONCERN

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at Evansville, IN
this 23rd day of August, 2005. (city and state or country if outside USA)

Outside the USA: _____
Witnesses are required when acknowledgment before a Notary Public is not feasible. _____
Witness

Ira G. Boots
Inventor (Signature)
Ira G. Boots
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }
COUNTY OF Vanderburgh } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 14th day of June, 2005.

Kara Helfert
Notary Public
Kara Helfert
Printed Name

KARA HELFERT
Notary Public, State of Indiana
County of Vanderburgh
My Commission Expires ~~My~~ **Jun. 1, 2012**

Resident of Vanderburgh County

IN WITNESS WHEREOF, I have executed this assignment at Evansville, IN
(city and state or country if outside USA)
this 14th day of June, 2005.

Outside the USA: _____
Witnesses are _____
required when _____
acknowledgment _____
before a Notary _____
Public is not _____
feasible. _____
Witness

David J. Jochem
Inventor (Signature)

David J. Jochem
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana
COUNTY OF Vanderburgh SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 14th day of June, 2005.

Kara Helfert
Notary Public
Kara Helfert
Printed Name

KARA HELFERT
Notary Public, State of Indiana
County of Vanderburgh
My Commission Expires: _____
My Commission Expires Jun. 1, 2012

Resident of Vanderburgh County

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acknowledgment _____
before a Notary _____
Public is not _____
feasible. _____
Witness

Donald A Scott
Inventor (Signature)

Donald A. Scott
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana
COUNTY OF Vanderburgh }
SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 14th day of June, 2005

Kara Helfert
Notary Public

Kara Helfert
Printed Name

Resident of Vanderburgh County

KARA HELFERT
Notary Public, State of Indiana
County of Vanderburgh

My Commission Expires ~~My Commission Expires Jun. 1, 2012~~

IN WITNESS WHEREOF, I have executed this assignment at EVANSVILLE, INDIANA
(city and state or country if outside USA)
this 19th day of AUGUST, 2005.

Outside the USA: _____
Witnesses are _____
required when _____
acknowledgment _____
before a Notary _____
Public is not _____
feasible. _____
Witness

W.M.H.
Inventor (Signature)
William M. Hall
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana
COUNTY OF Vanderburgh

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 19th day of August, 2005.

Kara Helfert
Notary Public

KARA HELFERT
Notary Public, State of Indiana
County of Vanderburgh
My Commission Expires Jun. 1, 2012

Kara Helfert
Printed Name

My Commission Expires: _____

Resident of Vanderburgh County

IN WITNESS WHEREOF, I have executed this assignment at Evansville, IN
(city and state or country if outside USA)
this 14th day of June, 2005.

Outside the USA: _____
Witnesses are required when acknowledgment before a Notary Public is not feasible. _____
Witness

Charles L. Williams
Inventor (Signature)

Charles L. Williams
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 14th day of June, 2005.

Kara Helfert
Notary Public

Kara Helfert
Printed Name

Resident of Vanderburgh County

KARA HELFERT
Notary Public, State of Indiana
County of Vanderburgh
My Commission Expires Jun. 1, 2012

My Commission Expires: _____