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RECORDATION FORM COVER SHEET PATENTS ONLY To the Director of the U.S.Patent and Trademark Office: Please record the attached document(s) or the new address(cs) below	
Berry Plastics Corporation – December 4, 2006	The Coca-Cola Company One Coca-Cola Plaza NW Atlanta, Georgia 30313
Additional name(s) of conveying party(ies) attached? []] Yes 🗵 No	Additional name(s) & address(es) attached? 🗐 Yes 🖾 No
3. Nature of conveyance:	6. Total number of applications and patents involved: 4
 Assignment Government Interest Assignment Executive Order 9424, Confirmatory License Other: 	 7. Total fee (37 CFR 1.21(h) & 3.41) 540 □ Authorized to be charged by credit card ⊠ Authorized to be charged to deposi: account □ Enclosed □ None required (government interest not affecting title)
 4. Application or patent number(s): This document is being filed together with a new application A. Patent Application No.(s) 29/266,528 B. Patent No.(s) 	 8. Payment Information a. Credit Card Last 4 Numbers Lixpiration Date b. Deposit Account Number 03-2320 Authorized User Name Andrea Barbiao
Additional numbers attached? Yes No S. Name and address to whom correspondence concerning document should be mailed: Cheryl J. Tubach	9. Signature Andrea Barbian Jan · 8 2007 Date
The Coca-Cola Company NAT 19 P.O. Box 1734 Atlanta, GA 30301 Phone Number: 404-676-1077 Fax Number: 404-676-8414	Total number of pages
Email Address: ctubach@na.ko.com	including cover sheet, attachments, and documents: 3

Docket No. RC 288390

PATENT

REEL: 018736 FRAME: 0177

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT APPLICATION DOCKET NO.: RC 288390

ASSIGNMENT

WHEREAS, Berry Plastics Corporation, a corporation organized and existing under and by virtue of the laws of the State of Indiana, having an office at 101 Oakley Street, Evansville, Indiana 47706, hereinafter referred to as "ASSIGNOR," has acquired by assignment dated December 4, 2006 from the co-inventors Jennefer Genet and Thomas Walker, their entire right, title and interest in and to new and useful or ornamental discoveries and/or improvements in or relating to a

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hereinafter referred to as "INVENTION." and to an application thereon for Letters Patent in the United States of America, hereinafter referred to as "APPLICATION," which has been filed on September 22, 2006 as Serial No. 29/266,528;

WHEREAS, THE COCA-COLA COMPANY. a corporation organized and existing under and by virtue of the laws of the State of Delaware, having an office at One Coca-Cola Plaza, N.W., Atlanta, Georgia 30313 U.S.A., hereinafter referred to as "COMPANY," is desirous of acquiring the entire right, title and interest in and to said INVENTION and APPLICATION;

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America and other good and valuable consideration to it, in hand paid, the receipt of and sufficiency whereof are hereby acknowledged, ASSIGNOR, has sold, assigned and transferred and does hereby sell, assign and transfer unto COMPANY, its successors and assigns, its entire right, title and interest in and to INVENTION and APPLICATION assigned to it, including the right to apply for any Letters Patent thereon in the United States of America and in all other countries, including the right to claim the priority of the date of filing of any applications in the United States of America and in all other countries, invention registrations, inventors' certificates, petty patents, re-examinations, registrations, reissues, renewals, revalidations, substitutes, utility models and the like corresponding thereto, to the full end of the term or terms of such Letters Patent, the same to be held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks and equivalent official in all other countries to issue all such Letters Patent to COMPANY in accordance with this instrument of assignment.

ASSIGNOR hereby represents and warrants that there are no rights or interests outstanding with respect to any third party inconsistent with the rights and interests granted herein and that ASSIGNOR shall not execute any instrument or grant or transfer any rights or

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PATENT REEL: 018736 FRAME: 0178

-1-

PATENT APPLICATION DOCKET NO.: RC 288390

interests inconsistent therewith, and that ASSIGNOR and its successors and assigns, as the case may be, shall execute and deliver to COMPANY, its successors and assigns, any further documents or instruments, including but not limited to affidavits, declarations, powers of attorney and assignments and do any and all further acts that may be deemed necessary by COMPANY, its successors and assigns, to file and prosecute applications for such Letters Patent in any country where it may elect to file such applications, and that may be necessary to vest in COMPANY, its successors and assigns the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States of America and in all other countries where any such applications may be filed.

AND, ASSIGNOR further covenants and agrees that ASSIGNOR and its successors and assigns, as the case may be, in consideration of the premises shall at any time upon request, communicate to COMPANY, its successors and assigns, all material facts and provide COMPANY with all available documentation thereof in the possession or control of ASSIGNOR or its successors or assigns, as the case may be, relating in any way to INVENTION including the history thereof and shall testify as to same in any interference, litigation or any other proceeding in the United States of America including its territorial possessions and in any other country when requested to do so by COMPANY, its successors and assigns.

IN WITNESS WHEREOF, a duly authorized officer of ASSIGNOR has executed this Assignment to be effective on the date executed below.

ASSIGNOR: Berry Plasfics Corporation <u>-4 - 0 G</u> Bv: Print Name: Product Devel Title: END STATE OF Indiana)) SS: hiderburd COUNTY OF SUBSCRIBED AND SWORN TO before me, a Notary Public, by \mathcal{M} ($\partial \mathcal{O}$, in his/her capacity as EM^{0} , this (-HA_day of of Sylf , 20 Åi . すかいい やりし ANAMIN KARA HELFERT Notary Public Notary Public, State of Indiana My Commission Expires: _____Gounty-of Vanderburgh My Commission Expires Jun. 1, 2012

RECORDED: 01/08/2007

-2-

PATENT REEL: 018736 FRAME: 0179