

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest at Reel 016164 Frame 0188

CONVEYING PARTY DATA

Name	Execution Date
Deutsche Bank Trust Company Americas	09/20/2006

RECEIVING PARTY DATA

Name:	Berry Plastics Corporation
Street Address:	101 Oakley Street
City:	Evansville
State/Country:	INDIANA
Postal Code:	47706

PROPERTY NUMBERS Total: 41

Property Type	Number
Patent Number:	4598833
Patent Number:	4683016
Patent Number:	4637519
Patent Number:	4807771
Patent Number:	4964548
Patent Number:	5280842
Patent Number:	5348201
Patent Number:	5445022
Patent Number:	5588546
Patent Number:	5417350
Patent Number:	5660288
Patent Number:	5712042
Patent Number:	5671853
Patent Number:	5816441
Patent Number:	5657901

PATENT

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REEL: 020866 FRAME: 0517

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Patent Number:	5938055
Patent Number:	5846471
Patent Number:	5927526
Patent Number:	5941402
Patent Number:	5979680
Patent Number:	5813553
Patent Number:	6076689
Patent Number:	6053343
Patent Number:	6477823
Patent Number:	6371317
Patent Number:	6019592
Patent Number:	6095354
Patent Number:	6357615
Patent Number:	6371316
Patent Number:	6640987
Patent Number:	6673298
Application Number:	10293803
Patent Number:	7344039
Patent Number:	7287658
Patent Number:	7198170
Patent Number:	7306108
Patent Number:	D397031
Patent Number:	D427528
Patent Number:	D405371
Patent Number:	D533787
Patent Number:	D542672

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0065
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NAME OF SUBMITTER:

Kristin J. Azcona

Total Attachments: 6

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REEL: 020866 FRAME: 0519

DEUTSCHE BANK TRUST COMPANY AMERICAS
60 Wall Street
New York, New York 10005-2858

September 20, 2006

Berry Plastics Corporation
101 Oakley Street
Evansville, Indiana 47710
Attn: Chief Financial Officer

Re: Payoff and Termination of Berry Plastics Corporation Credit Agreement

Ladies and Gentlemen:

Reference is hereby made to the certain Second Amended and Restated Credit and Guaranty Agreement dated as of August 9, 2004 (as amended by the First Amendment to Second Amended and Restated Credit Agreement and Guaranty Agreement dated as of January 1, 2005, the Second Amendment to Second Amended and Restated Credit and Guaranty Agreement, dated as of June 3, 2005 and the Third Amendment to Second Amended and Restated Credit and Guaranty Agreement dated as of October 26, 2005, the "Credit Agreement"), among Berry Plastics Corporation, a Delaware corporation (the "Company"), BPC Holding Corporation, a Delaware corporation, certain subsidiaries of the Company, as Guarantors, the financial institutions party thereto as Lenders, Goldman Sachs Credit Partners L.P. and JPMorgan Chase Bank, N.A., as Joint Lead Arrangers and Joint Bookrunners, and as Co-Syndication Agents, Deutsche Bank Trust Company Americas, as administrative agent (the "Administrative Agent"), as Collateral Agent, as an Issuing Bank and as Swing Line Lender, Fleet National Bank, as an Issuing Bank and as Swing Line Lender, and The Royal Bank of Scotland and General Electric Capital Corporation, as Co-Documentation Agents. Terms capitalized herein and not otherwise defined herein are used with the meanings ascribed to such terms in the Credit Agreement.

The Administrative Agent understands that the Company intends to terminate the commitments and repay all outstanding obligations under the Credit Agreement in their entirety. In connection therewith, the Company has requested that the Administrative Agent execute and deliver a counterpart to this letter agreement pursuant to which, among other things, the Administrative Agent, subject to the terms hereof, will release all of the liens and security interests in the properties of the Company and its respective affiliates which have been granted to the Administrative Agent in connection with the Credit Agreement.

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The Administrative Agent hereby confirms that the aggregate outstanding principal balance and accrued interest, fees and expenses due to the Administrative Agent and the Lenders (such amounts, as more particularly set forth on Annex A hereto, are referred to herein as the "Unpaid Balance") with respect to the Credit Agreement, if paid on September 20, 2006, not later than 12:00 P.M. (New York City time) (the "Closing Date") is set forth on Annex A hereto. In the event that the Unpaid Balance is received by the Administrative Agent after 12:00 P.M. (New York City time) on the Closing Date and assuming no additional Loans or Letters of Credit are made or repaid for the benefit of the Company or any other Credit Party, no other additional principal obligations are incurred or paid by the Company or any other Credit Party in the interim under the Credit Agreement and no changes occur in the interest rates applicable to the outstanding Loans and Letters of Credit, a per diem amount per day set forth on Annex A thereafter ("Per Diem Amount") shall be added to the Unpaid Balance through the date the Administrative Agent receives the Unpaid Balance plus the Per Diem Amount by 12:00 P.M. (New York City time). The Unpaid Balance and any Per Diem Amount are together referred to herein as the "Payoff Amount".

The parties hereto agree that no further borrowings or Loans or issuances of Letters of Credit may be made or requested under the Credit Agreement on or after today and that the commitments thereunder are, as of the date of payment of the Payoff Amount, hereby terminated and reduced to zero.

The parties hereto further agree that (i) the reimbursement, indemnification obligations and exculpation provisions (including, without limitation, with respect to loss, expense or liability of any Lender pursuant to Section 2.20(c) of the Credit Agreement) contained in the Credit Agreement and the other Credit Documents shall be continuing and shall survive any termination of the Credit Agreement and the other Credit Documents, and (ii) if any payment to the Administrative Agent, any Lender or any other Person in connection with the Credit Agreement or the other Credit Documents shall be returned by any of the Lenders, the Administrative Agent or such Person, in whole or in part, in any bankruptcy, insolvency or similar proceeding, then the liability for such payment and the applicable provisions of the Credit Agreement and the other Credit Documents shall be reinstated.

Upon (a) confirmation by the Administrative Agent that the new credit agreement being extended to the Company is effective and that all outstanding Letters of Credit are effectively issued under such credit agreement, and (b) receipt by (i) the Administrative Agent of the Payoff Amount and (ii) receipt by Winston & Strawn LLP of payment of its legal fees, in each case by wire transfer of immediately available funds as provided below, all Obligations (except (x) with respect to any Financial Hedge Agreement and (y) as provided above in the immediately preceding paragraph) owing by you to the Administrative Agent and the Lenders shall be deemed to have been satisfied in full and the Credit Agreement and other Credit Documents shall terminate and have no further force and effect, and all security interests and liens which the Company or its affiliates have granted to the Administrative Agent and/or the Collateral Agent for the benefit of the Secured Parties as security for such obligations shall be forever and automatically satisfied, released and discharged.

In consideration of the payment in full of the Company's outstanding obligations under the Credit Agreement as set forth herein, at the Company's request and expense, the

Administrative Agent hereby agrees to release all security interests and liens which the Company or its affiliates have granted to the Administrative Agent and/or the Collateral Agent as security for such obligations and to deliver any collateral being held by the Administrative Agent or Collateral Agent to the Company as of the Closing Date, and further agrees to execute and deliver to the Company, at the Company's expense, for recordation such mortgage releases, reconveyances, lien releases and other similar instruments as the Company reasonably requests to effectuate or evidence the security interest and lien releases contemplated by this paragraph. The Company agrees to prepare, or cause its counsel to prepare, at its expense, all such lien releases and instruments. Upon satisfaction of the conditions precedent to the release of all liens in the immediately preceding paragraph, the Administrative Agent authorizes the Company (or its designees) to file any UCC termination statements evidencing the release of security interests hereunder.

On the Closing Date the Company shall wire transfer immediately available funds in the amount of:

- (a) the Payoff Amount identified on Annex A to the Administrative Agent as follows:

- (b) the legal fees identified on Annex A to Winston & Strawn LLP as follows:

This letter agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and as of separate dates, each of which counterparts shall be an original, but all of which when taken together shall constitute one agreement. Each party to this letter agreement shall be bound by the terms of this letter agreement as of the date such party executes the letter regardless of the execution of this letter agreement by the other parties hereto. This letter agreement may only be amended in writing. This letter agreement may not be assigned by you without the Administrative Agent's prior written consent, and the Administrative Agent's undertakings herein are made solely for your benefit and may not be relied upon or enforced by any other person. This letter agreement shall be binding upon and inure to the benefit of and be enforceable by each party hereto and their respective successors and assigns.

**THIS LETTER AGREEMENT WILL BE GOVERNED BY AND
CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK,**

INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAWS RULES, AND ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION, SUIT OR PROCEEDING ARISING OUT OF OR CONTEMPLATED BY THIS LETTER AGREEMENT IS HEREBY WAIVED. YOU HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE FEDERAL AND NEW YORK STATE COURTS LOCATED IN THE CITY OF NEW YORK IN CONNECTION WITH ANY DISPUTE RELATED TO THIS LETTER AGREEMENT OR ANY MATTERS CONTEMPLATED HEREBY OR THEREBY.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this letter agreement as of the date first set forth above.

Very truly yours,

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent

By: Carin Keegan
Name: Carin Keegan
Title: Vice President

By: Susan LeFevre
Name: Susan LeFevre
Title: Director

ACKNOWLEDGED AND ACCEPTED:

BERRY PLASTICS CORPORATION

By: _____
Name: _____
Title: _____

BCP HOLDING CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have duly executed this letter agreement as of the date first set forth above.

Very truly yours,


DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent

By: _____
Name: _____
Title: _____


By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND ACCEPTED:

BERRY PLASTICS CORPORATION

By:  _____
Name: James M. Kratochvil
Title: Executive Vice President, Chief Financial
Officer, Treasurer and Secretary

BPC HOLDING CORPORATION

By:  _____
Name: James M. Kratochvil
Title: Executive Vice President, Chief Financial
Officer, Treasurer and Secretary

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