

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Ryan Davidson</td><td>09/23/2011</td></tr><tr><td>Scott Fisher</td><td>09/23/2011</td></tr></tbody></table>	Name	Execution Date	Ryan Davidson	09/23/2011	Scott Fisher	09/23/2011					
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Scott Fisher	09/23/2011										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Berry Plastics Corporation</td></tr><tr><td>Street Address:</td><td>101 Oakley Street</td></tr><tr><td>City:</td><td>Evansville</td></tr><tr><td>State/Country:</td><td>INDIANA</td></tr><tr><td>Postal Code:</td><td>47706</td></tr></table>	Name:	Berry Plastics Corporation	Street Address:	101 Oakley Street	City:	Evansville	State/Country:	INDIANA	Postal Code:	47706	
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PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>29402168</td></tr></tbody></table>	Property Type	Number	Application Number:	29402168							
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Application Number:	29402168										
CORRESPONDENCE DATA											
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ATTORNEY DOCKET NUMBER:	KF015/0KF16										
NAME OF SUBMITTER:	Memorie Stofferahn										
Total Attachments: 4 source=0KF16DesignBerryAssignment#page1.tif source=0KF16DesignBerryAssignment#page2.tif source=0KF16DesignBerryAssignment#page3.tif source=0KF16DesignBerryAssignment#page4.tif											

OP \$40.00 29402168

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PATENT
REEL: 027336 FRAME: 0509

ASSIGNMENT OF INVENTION AND OF LETTERS PATENT

WHEREAS, I, Ryan Davidson, residing in Evansville, Indiana, have invented certain improvements in a FOOD PACKAGE and have filed an application for United States Letters Patent therefor, namely U.S. Patent Application Serial No. 29/402,168 filed on September 21, 2011;

WHEREAS, I, Scott Fisher, residing in Evansville, Indiana, have invented certain improvements in a FOOD PACKAGE and have filed an application for United States Letters Patent therefor, namely U.S. Patent Application Serial No. 29/402,168 filed on September 21, 2011; and

WHEREAS, Berry Plastics Corporation (hereinafter referred to as Assignee), a Delaware corporation having offices at 101 Oakley Street, Evansville, Indiana 47706 (including its successors and assigns), desires to acquire my entire right, title, and interest in and to said application and the invention(s) and improvements(s) therein disclosed, along with all divisions, continuations, reissues, renewals and/or extensions thereof;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned have sold, assigned, and transferred, and by these presents do sell, assign, and transfer to Assignee, its heirs, successors, legal representatives, and assigns the entire right, title, and interest of the undersigned in and to said invention, said application, and in and to any Letters Patent(s) that may be granted therefor in the United States of America, its territories, dependencies, and possessions, and in any and all foreign countries, including rights of priority under the International Convention of Paris (1883) as amended; and to any and all applications claiming priority thereto and any and all divisions, reissues, continuations, continuation-in-parts, conversions, and extensions thereof for the full term or terms for which the same may be granted in the United States of America or any foreign country.

The undersigned agree that the Assignee may apply for domestic and foreign Letters Patent on the invention, and agree to cooperate with the Assignee, and to execute without

additional consideration any additional documents as deemed necessary by the Assignee to apply for or maintain patents or other legal protection for the invention in any country of the world.

The undersigned agree to execute all papers necessary in connection with this application and any divisions, reissues, continuations, continuation-in-parts, conversions and extensions thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

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

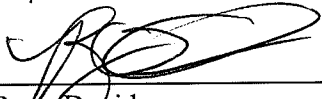
The undersigned hereby authorize and request the officials of the U. S. Patent and Trademark Office and in any foreign countries to issue any and all Letters Patent resulting from said application or any divisions, reissues, continuations, continuation-in-parts, conversions and extensions thereof to the said Assignee, as Assignee of the entire interest, and hereby covenant that they have not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

The undersigned also grant the law firm of Stites & Harbison, PLLC 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 U.S. Patent and Trademark Office for recordation of this document, including serial numbers and filing dates above.

IN WITNESS WHEREOF, executed by the undersigned on the date above the undersigned name.

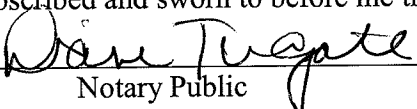
Signed and sealed at BEAR PLASTICS CORP. on 9/23, 2011.



Ryan Davidson

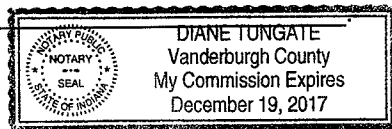
State of IN)
) ss
County of VANDERBURGH)

Subscribed and sworn to before me this 23 day of September 2011.



Notary Public

My Commission expires



Signed and sealed at BERRY PLASTICS CORP. on 9/23, 2011.

Scott L. Fisher
Scott Fisher

State of IN)
County of VANDERBURGH) ss

Subscribed and sworn to before me this 23 day of September 2011.

Diane Tugate
Notary Public

My Commission expires

