

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3736227

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PROVIDENCIA USA, INC.	02/11/2016
RECEIVING PARTY DATA		
Name:	U.S. BANK NATIONAL ASSOCIATION	
Street Address:	100 WALL STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10005	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	9096961	
Application Number:	14744547	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	patents.atl@bryancave.com	
Correspondent Name:	GRETCHEN VON DWINGELO/BRYAN CAVE LLP	
Address Line 1:	1201 W. PEACHTREE STREET, NW, 14TH FL.	
Address Line 4:	ATLANTA, GEORGIA 30309-3488	
ATTORNEY DOCKET NUMBER:	0385791	
NAME OF SUBMITTER:	GRETCHEN VON DWINGELO	
SIGNATURE:	/Gretchen Von Dwingelo/	
DATE SIGNED:	02/11/2016	
Total Attachments: 8		
source=Berry - Second Lien Patent Security Agreement#page1.tif		
source=Berry - Second Lien Patent Security Agreement#page2.tif		
source=Berry - Second Lien Patent Security Agreement#page3.tif		
source=Berry - Second Lien Patent Security Agreement#page4.tif		
source=Berry - Second Lien Patent Security Agreement#page5.tif		
source=Berry - Second Lien Patent Security Agreement#page6.tif		

source=Berry - Second Lien Patent Security Agreement#page7.tif

source=Berry - Second Lien Patent Security Agreement#page8.tif

SECOND LIEN PATENT SECURITY AGREEMENT

This **SECOND LIEN PATENT SECURITY AGREEMENT** (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of February 11, 2016, is entered into by certain subsidiaries of Berry Plastics Corporation (the "Issuer") identified on the signature pages hereto (such subsidiaries, the "Grantors") in favor of U.S. Bank National Association, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (the "Secured Parties").

A. Reference is made to (i) the Indenture dated as of May 12, 2014 (as amended, supplemented or otherwise modified from time to time, the "May 2014 Indenture") by and among the Issuer, certain guarantors and U.S. Bank National Association, as trustee (the "May 2014 Trustee") providing for the issuance of the Issuer's Second Priority Senior Secured Notes due 2022 in the aggregate principal amount of \$500,000,000; (ii) the Indenture dated as of June 5, 2015 (as amended, supplemented or otherwise modified from time to time, the "June 2015 Indenture") by and among the Issuer, certain guarantors, and U.S. Bank National Association, as trustee (the "June 2015 Trustee") providing for the issuance of the Issuer's 5.125% Second Priority Senior Secured Notes due 2023 in the aggregate principal amount of \$700,000,000, and (iii) the Indenture dated as of October 1, 2015, by and between Berry Plastics Escrow Corporation (the "Escrow Issuer") and U.S. Bank National Association, as trustee (the "October 2015 Trustee", together with the May 2014 Trustee and the June 2015 Trustee, the "Trustees"), as supplemented by the Supplemental Indenture dated as of the date hereof among the Issuer, certain guarantors and the October 2015 Trustee (as amended, supplemented or otherwise modified from time to time, the "October 2015 Indenture" and, together with the May 2014 Indenture and the June 2015 Indenture, the "Indentures"), providing for the issuance of the Escrow Issuer's 6.00% Second Priority Senior Secured Notes due 2022 in the aggregate principal amount of \$400,000,000, said notes having been assumed by the Issuer, which has been substituted under the October 1, 2015 Indenture as successor issuer of such notes.

B. The Issuer (as successor to Berry Plastics Holding Corporation), each subsidiary of the Issuer identified therein as a party and the Collateral Agent (as successor to Wells Fargo Bank, N.A.) have executed and delivered that certain Collateral Agreement, dated as of September 20, 2006, in favor of the Collateral Agent (as supplemented by that certain Supplement to Collateral Agreement, dated as of even date herewith, by the Grantors in favor of the Collateral Agent and as otherwise amended, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement").

C. Pursuant to the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Second Lien Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities; and

D. The Issuer (as successor to BPC Holding Corporation), the Subsidiary Parties, the Collateral Agent and the First Lien Agents (as defined in the Intercreditor Agreement) have entered into that certain Second Amended and Restated Intercreditor Agreement dated as

February 5, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), pursuant to which the lien upon and security interest in the Collateral granted by the Collateral Agreement and this Agreement are and shall be subordinated in all respects to the lien upon and security interest in the Collateral granted pursuant to, and subject to the terms and conditions of, the Senior Lender Documents;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located:

(a) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including, but not limited to, the registrations and applications referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein,

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Second Lien Patent Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived or terminated except (i) in accordance with the amendment provisions of the Collateral Agreement pursuant to which (subject to the provisions of the Indenture and the Intercreditor Agreement) the Collateral Agent may modify this Agreement, after obtaining the relevant Grantor's approval of or signature to such modification, or (ii) by the Collateral Agent amending Schedule A hereto to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which such Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Parties, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(d) Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as term collateral agent (and its permitted successors) and Bank of America, N.A., as ABL collateral agent (and its permitted successors), for the benefit of the lenders referred to below, pursuant to the Guarantee and Collateral Agreement dated as of April 3, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time), from the Issuer and the other "Pledgors" referred to therein, in favor of Credit Suisse AG, Cayman Islands Branch, as term collateral agent and Bank of America, N.A., as ABL collateral agent, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

FIBERWEB. Inc.
PROVIDENCIA, INC..

By: _____

Name: Jason K. Greene

Title: Executive Vice President, General
Counsel and Secretary

FIBERWEB GEOS, INC.

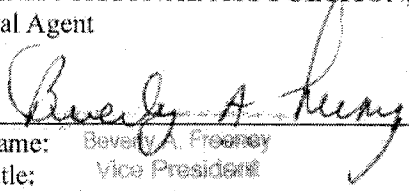
By: _____

Name: Jason K. Greene

Title: Executive Vice President and General
Counsel

U.S. BANK NATIONAL ASSOCIATION, as the
Collateral Agent

By:


Name: Beverly A. Freeman
Title: Vice President

SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT

PATENT
REEL: 037805 FRAME: 0653

SCHEDULE A

PATENTS

I. Patents:

Owner	Title	Patent No.	Issue Date	Application No.	Application Date	Country
Fiberweb, Inc.	Area bonded nonwoven fabric from single polymer system	8,951,633	10-Feb-15	13/739,588	11-Jan-13	United States of America
Fiberweb, Inc.	Area bonded nonwoven fabric from single polymer system	8,465,611	18-Jun-13	13/150,461	1-Jun-11	United States of America
Fiberweb, Inc.	Microporous composite sheet material	8,328,968	11-Dec-12	13/447,898	16-Apr-12	United States of America
Fiberweb, Inc.	Microporous composite sheet material	8,222,164	17-Jul-12	13/111,186	19-May-11	United States of America
Fiberweb, Inc.	Area bonded nonwoven fabric from single polymer system	7,994,081	9-Aug-11	12/228,656	14-Aug-08	United States of America
Fiberweb, Inc.	Impact resistant sheet material	7,984,591	26-Jul-11	11/837,100	10-Aug-07	United States of America
Fiberweb, Inc.	Microporous composite sheet material	7,972,981	5-Jul-11	10/386,004	11-Mar-03	United States of America
Fiberweb, Inc.	Bicomponent sheet material having liquid barrier properties	7,790,641	7-Sep-10	11/460,453	27-Jul-06	United States of America
Fiberweb, Inc.	Production of wetlaid-spunbond laminate membrane support	7,470,639	30-Dec-08	11/369,243	7-Mar-06	United States of America
Fiberweb, Inc.	Microporous Composite Sheet Material			13/680,380	19-Nov-12	United States of America
Fiberweb, Inc.	Vapor-Permeable, Substantially Water-Impermeable Multilayer Article			13/530,674	22-Jun-12	United States of America
Fiberweb, Inc.	Vapor-Permeable, Substantially Water-Impermeable Multilayer Article			13/530,432	22-Jun-12	United States of America

6505501.4

Owner	Title	Patent No.	Issue Date	Application No.	Application Date	Country
Fiberweb, Inc.	Vapor-Permeable, Substantially Water-Impermeable Multilayer Article			13/530,425	22-Jun-12	United States of America
Fiberweb, Inc.	Vapor-Permeable, Substantially Water-Impermeable Multilayer Article			13/523,028	14-Jun-12	United States of America
Providencia USA, Inc.	Nonwoven wipe with bonding pattern	9,096,961	4-Aug-15	13/458,169	27-Apr-12	United States of America
Providencia USA, Inc.	Nonwoven wipe with bonding pattern			14/744,547	19-Jun-15	United States of America
Fiberweb Geos, Inc.	Sealing growth enhancing device	6,138,404	31-Oct-00	08/936,901	25-Sep-97	United States of America
Fiberweb Geos, Inc.	Sealing growth enhancing device	6,263,613	24-Jul-01	09/694,926	24-Oct-00	United States of America

II. Patent Licenses:

None

III. Intellectual Property Matters:

None