

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Berry Plastics Corporation

07.25.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 07/22/2002

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address: Shai Patel, Mail Stop MA-DE 100-11A

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,618,828

1,461,931 2,207,385

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anna M. Kuzmik, Esq.

Internal Address: Sullivan & Cromwell

Street Address: 125 Broad Street

City: New York State: NY Zip: 10004

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

07/30/2002 DBYRNE 00000128 1618828

Anna M. Kuzmik, Esq. 40.00 DP Name of Person Signing 50.00 DP

Signature

7.24.02 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK SECURITY INTEREST ASSIGNMENT

WHEREAS, **BERRY PLASTICS CORPORATION**, a Delaware Corporation (the "Assignor"), has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Pledge and Security Agreement, dated July 21/2002 (the "Security Agreement"), in favor of **FLEET NATIONAL BANK**, as Collateral Agent (as defined in the Security Agreement) (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, assign, and set over unto the Assignee, and grants to the Assignee for the benefit of the lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Security
Interest Assignment to be duly executed by its officer thereunto duly authorized as of July 22,
2002

BERRY PLASTICS CORPORATION

By:



Name: *James M. Kratochvil*

Title: *Exec. Vice President*

Schedule 1A

**Berry Plastics Corporation
United States Trademarks**

Registration Number or Application Number	Mark	State or Country	Registration or Issue Date
1,618,828	Secur-a-tear	U.S.	10/23/90
1,461,931	Design only	U.S.	10/20/87
2,207,385	Sqround	U.S.	12/01/98

CITY: New York)
STATE OF: NY)
TO WIT:)

AFFIDAVIT OF EXECUTION

I Jeffrey M. Anderson, of the City of New York in the State of NY, a Notary Public duly appointed, make oath and say:

1. I was personally present and did see James M. Kratochvil, who is personally known to me to be the duly authorized signatory of **BERRY PLASTICS CORPORATION**, a Delaware corporation (the "Corporation"), duly sign and execute the foregoing instrument for the purposes named therein.
2. That the instrument was executed at the City of New York, in the State of New York, and that I am the subscribing witness thereto.
3. That I know the said James M. Kratochvil and he/she is in my belief of the full age of twenty-one years.

SWORN BEFORE ME at the City of)
New York in the State of New York,)
this 21st day of July, 2002)
Jeffrey M. Anderson)
A Notary Public in and for the State of)
NY)

JEFFREY M. ANDERSON
Notary Public, State of New York
No. 01AN6064981
Qualified in Kings County
Commission Expires October 9, 2005

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CITY: New York)
STATE OF: NY)
TO WIT:)

James M. Kratochvil Evansville

I, Jeffrey M. Anderson, of the City of New York, in the State of ~~NY~~ Indiana, MAKE OATH AND SAY:

I am an officer or director or duly authorized signatory of **BERRY PLASTICS CORPORATION**, a Delaware corporation (the "Corporation"), named in the within or annexed instrument.

I am authorized by the Corporation to execute the within instrument.

SWORN BEFORE ME at the City of New York, in the State of New York, this 21st day of July, 2002

Jeffrey M. Anderson

JEFFREY M. ANDERSON
Notary Public, State of New York
No. 01AN6064981
Qualified in Kings County
Commission Expires October 9, 2005

[Signature]

Title: EVP