

08-12-2002



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

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TRADEMARKS ONE.

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

Tab settings

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

<p>1. Name of conveying party(ies): Bank of America, N.A. <i>07-29-02</i></p> <p><input type="checkbox"/> Individual(s)      <input checked="" type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Berry Plastics Corporation</u> Internal Address: _____ Address: _____ Street Address: <u>101 Oakley Street</u> City: <u>Evansville</u> State: <u>IN</u> Zip: <u>47710</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>of Security Interest in Trademarks</u> Termination, Release and Discharge</p> <p>Execution Date: <u>July 18, 2002</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1,461,931</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Patrice A. King, Esq.</u> Internal Address: <u>GOODWIN PROCTER LLP</u> Street Address: <u>Seven Becker Farm Road</u> City: <u>Roseland</u> State: <u>NJ</u> Zip: <u>07068</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41).....\$ _____ <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>06-0923</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<b>DO NOT USE THIS SPACE</b>	
<p>9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p><u>Patrice A. King, Esq.</u>      <i>Patrice A. King</i>      <u>July 29, 2002</u> Name of Person Signing      Signature      Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>8</u></p>	

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

06/13/2002 6TON11 00000085 060923 1461931

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TRADEMARK  
REEL: 002560 FRAME: 0329

## TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS (the "**Release**") is made and entered into as of July 22, 2002, by BANK OF AMERICA, N.A., formerly known as NationsBank, N.A., a national banking association, as collateral agent for itself, the Lenders and the GE Agent (as such terms are defined below) (in such capacity, the "**Collateral Agent**") for the benefit of BERRY PLASTICS CORPORATION, a Delaware corporation (the "**Assignor**").

Reference is made in this Release to: (i) that certain Third Amended and Restated Financing and Security Agreement dated as of May 9, 2000, as amended by (A) that certain First Amendment to Third Amended and Restated Financing and Security Agreement dated as of July 14, 2000, (B) that certain Second Amendment to Third Amended and Restated Financing and Security Agreement dated as of September 6, 2000 and (C) that certain Third Amendment to Third Amended and Restated Financing and Security Agreement dated as of May 14, 2001 (as amended, restated, supplemented or otherwise modified, the "**BofA Loan Agreement**"), by and among the Assignor, NIM Holdings Limited and Berry Plastics UK Limited as borrowers, certain lenders party to the BofA Loan Agreement from time to time as lenders, General Electric Capital Corporation ("**GECC**") as documentation agent and Bank of America, N.A. ("**Bank of America**") as both collateral and administrative agent for the lenders thereunder and as lead arranger; and (ii) that certain Loan and Security Agreement dated as of July 14, 2000, as amended by that certain First Amendment to Loan and Security Agreement dated as of May 14, 2001 (as amended, restated, supplemented or otherwise modified, the "**GE Loan Agreement**"), by and among the Assignor as borrower, certain lenders party to the GE Loan Agreement from time to time as lenders, GECC as administrative agent for the lenders thereunder (in such capacity, the "**GE Agent**") and Bank of America as collateral agent for the lenders thereunder. The indebtedness represented by the BofA Loan Agreement and the GE Loan Agreement is referred to in this Release collectively as the "**Secured Obligations.**" The lenders under the BofA Loan Agreement and the GE Loan Agreement are referred to in this Release collectively as the "**Lenders.**"

### RECITALS

A. To secure payment of the Secured Obligations, the Assignor pledged to the Collateral Agent, among other things, the collateral described in that certain Amended and Restated Collateral Assignment of Trademarks as Security dated as of May 9, 2000 by the Assignor in favor of Bank of America as agent for itself and the lenders thereunder, recorded with the United States Patent and Trade Office on May 22, 2000 in Reel 002089, Frame 0639, as amended by that certain First Amendment to Amended and Restated Collateral Assignment of Trademarks as Security dated as of July 14, 2000 by and between the Assignor and Bank of America in its capacity as both collateral agent for itself, the GE Agent and the lenders thereunder, recorded with the United States Patent and Trade Office on September 11, 2000 in Reel 002163, Frame 0456 (as amended, the "**Collateral Assignment**").

B. As of the date hereof, pursuant to (i) a Pay-Out Agreement dated July 18, 2002 among the Assignor, Bank of America and Goldman Sachs Credit Partners L.P., as Administrative Agent under the New Facility (as such terms are defined therein) (the "**BofA Pay-Out Agreement**"), and (ii) a Pay-Out Agreement dated July 18, 2002 among the Assignor, GECC and Goldman Sachs Credit Partners L.P., as Administrative Agent under the New Facility (as such terms are defined therein) (the "**GECC Pay-Out Agreement**") (the BofA Pay-Out Agreement and the GECC Pay-Out Agreement are herein collectively referred to as the "**Pay-Out Agreements**"), all of the Secured Obligations have been paid in full, and Bank of America and GECC have agreed to release all of their respective security interests, liens and any and all similar interests created as security for the Secured Obligations, including security interests, liens and any and all similar interests created pursuant to the Collateral Assignment and any other security or other interest in the property described in Exhibit A to the Collateral Assignment which was previously granted to the Collateral Agent.

**NOW, THEREFORE**, in consideration of the provisions and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, as collateral agent for and on behalf of itself, the Lenders and the GE Agent hereby agrees as follows:

1. Release of Security Interests. Effective as of the date first above written, the Collateral Agent hereby irrevocably and forever terminates, releases and discharges from any and all interests and obligations of the Assignor to the Collateral Agent, the GE Agent and the Lenders pursuant to the Collateral Assignment and any other security or other interest in the property described in Exhibit A to the Collateral Assignment which was previously granted to the Collateral Agent, and forever terminates, releases and discharges any and all security interests in, and any pledge of or lien upon, and, to the extent that the Collateral Agent owns any rights therein, assigns to the Assignor its entire right, title and interest in any and all Trademarks and Trademark Collateral (as such terms are defined in the Collateral Assignment) of the Assignor or any of its subsidiaries and/or affiliates identified on Exhibit A, attached hereto and incorporated herein by this reference, including without limitation, any and all trademark applications, service mark applications, trademark registrations, service mark registrations, trade names, brands and trade dress therefor, together with all the goodwill of the Assignor or any of its subsidiaries and/or affiliates associated with and represented by the Trademarks and the Trademark Collateral, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world; and declares null and void all liens, security interests, assignments and any and all similar interests of the Collateral Agent, the GE Agent and the Lenders arising from the Collateral Assignment and any other security or other similar interest in the property described in Exhibit A to the Collateral Assignment which was previously granted to the Collateral Agent, and any prior assignments of Trademarks and Trademark Collateral by the Assignor or any of its subsidiaries and/or affiliates to the Collateral Agent, or the Collateral Agent's predecessor in interest, NationsBank, N.A, a national banking association.

2. Worldwide Scope of Release. By this Release, the Collateral Agent intends to and hereby does terminate, release, discharge or otherwise eliminate any and all rights, titles and interests, in any jurisdiction anywhere in the world, of the Collateral Agent, the GE Agent and/or the Lenders in and to any and all Trademarks and Trademark Collateral of the Assignor or any of its subsidiaries and/or affiliates under the Collateral Assignment identified on Exhibit A, attached hereto and incorporated herein by this reference, and any other security or other interest in the property described in Exhibit A to the Collateral Assignment which was previously granted to the Collateral Agent, including without limitation any and all trademark applications, service mark applications, trademark registrations, service mark registrations, trade names, brands and trade dress therefor, together with all the goodwill of the Assignor or any of its subsidiaries and/or affiliates associated with and represented by the Trademarks and the Trademark Collateral, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds therefor, including without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world; and declares null and void all liens, security interests, assignments and any and all similar interests of the Collateral Agent, the GE Agent and the Lenders arising from the Collateral Assignment and any other security or other similar interest in the property described in Exhibit A to the Collateral Assignment which was previously granted to the Collateral Agent, and any prior assignments of Trademarks and Trademark Collateral by the Assignor or any of its subsidiaries and/or affiliates to the Collateral Agent, or the Collateral Agent's predecessor in interest, NationsBank, N.A, a national banking association.

3. Recordation of Release. The Collateral Agent understands and agrees that this Release may be recorded by or for the Assignor or any of its subsidiaries and/or affiliates with the United States Patent and Trademark Office and with any other similar agency, office or authority in any jurisdiction anywhere in the world.

4. Further Actions. Pursuant to the terms and conditions of the Pay-Out Agreements, the Collateral Agent further agrees, at the Assignor's expense, to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction anywhere in the world that the Assignor or any of its subsidiaries and/or affiliates or any third party with a valid security interest in the Trademarks and Trademark Collateral may reasonably require to effect the intent and purpose of this Release.

*[The remainder of this page has been intentionally left blank.]*

IN WITNESS WHEREOF, the Collateral Agent has executed this Termination, Release and Discharge of Security Interests in Trademarks as of the date first set forth above.

BANK OF AMERICA, N.A., as collateral agent for and on behalf of itself, the Lenders and the GE Agent

By: *Dan Petrik*  
Name: DAN PETRIK  
Title: VICE PRESIDENT

STATE OF :  
COUNTY OF : SS

The foregoing instrument was acknowledged before me this 18 day of July, 2002, by Dan Petrik, the Vice President of Bank of America, N.A., formerly NationsBank, N.A., a national banking association, on behalf of the association.

*Doyle J Dole*  
Notary Public  
My Commission Expires:

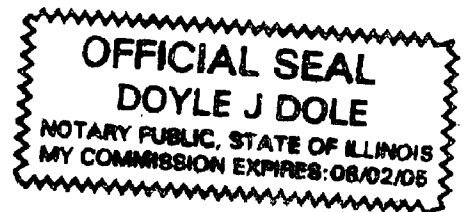


Exhibit A

See Attached

SCHEDULE A

LIST OF TRADEMARKS

Berry Plastics Corporation

<u>Registration No.</u>	<u>Serial No.</u>	<u>Trademark</u>	<u>Goods</u>
1,461,931	73-611,112	Design only	Plastic containers and covers therefor for use in the packaging of food products and the like