

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303026

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Berry Plastics Corporation | | 09/27/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Waddington North America, Inc. | | |
| Street Address: | 6 Stuart Road | | |
| City: | Chelmsford | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01824 | | |
| Entity Type: | CORPORATION: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4038849 | LEGACY | |
| Registration Number: | 2779618 | LEGACY | |
| Registration Number: | 3591944 | MINIWARE | |
| Registration Number: | 2792921 | OPULENCE | |
| Registration Number: | 2789749 | PARTY BASICS | |
| Registration Number: | 3491083 | PRESTIGE | |
| Registration Number: | 3894298 | PROFILES | |
| Registration Number: | 4302865 | PARTY ACCENTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6038864796 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 6038866100 | | |
| Email: | trademarks@mcr-ip.com | | |
| Correspondent Name: | Maine Cernota & Rardin | | |
| Address Line 1: | 547 Amherst Street, 3rd Floor | | |
| Address Line 4: | Nashua, NEW HAMPSHIRE 03063 | | |
| ATTORNEY DOCKET NUMBER: | WNA056-TM THRU WNA063-TM | | |
| NAME OF SUBMITTER: | Andrew P. Cernota | | |
| SIGNATURE: | /Andrew P. Cernota, Reg. No. 52,711/ | | |

OP \$215.00 4038849

| | |
|---------------------|------------|
| DATE SIGNED: | 04/30/2014 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into as of this 27th day of September, 2013, (“Effective Date”), by and between **BERRY PLASTICS CORPORATION**, a Delaware corporation (“Assignor”), and **WADDINGTON NORTH AMERICA, INC.**, a Massachusetts corporation (“Assignee”).

WHEREAS, Assignor, Assignee, and WNA American Plastic Industries, Inc., a Delaware corporation, are parties to that certain Asset Purchase Agreement dated as of September 27, 2013, pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and trademark applications and the foreign trademark registrations and trademark applications set forth on Schedule A attached hereto, together with all goodwill associated with any of the foregoing (collectively, the “Marks”); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the Assignee and owner of the Marks.

Assignor shall take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee’s reasonable request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the

rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement, dilution or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 22TH day of September, 2013.

ASSIGNOR:

BERRY PLASTICS CORPORATION

By: [Signature]
Name: Jason K. Green
Title: EVP

ASSIGNEE:

WADDINGTON NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

WNA Trademark Assignment

TRADEMARK
REEL: 005270 FRAME: 0611

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 27th day of September, 2013.

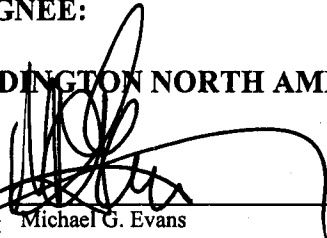
ASSIGNOR:

BERRY PLASTICS CORPORATION

By: _____
Name: _____
Title: _____

ASSIGNEE:

WADDINGTON NORTH AMERICA, INC.

By: 
Name: Michael G. Evans
Title: President and Chief Executive Officer

WNA Trademark Assignment

TRADEMARK
REEL: 005270 FRAME: 0612

SCHEDULE A

| Trademark Name | Country | Class | Status | Application Number | Filing Date | Registration Number | Registration Date |
|---------------------------|--------------------------|--------------|---------------|---------------------------|--------------------|----------------------------|--------------------------|
| LEGACY | United States of America | 08 Int. | Registered | 77-515714 | 7/7/2008 | 4038849 | 10/11/2011 |
| LEGACY | United States of America | 21 Int. | Registered | 78-177778 | 10/24/2002 | 2779618 | 11/4/2003 |
| MINIWARE | United States of America | 11 Int. | Registered | 77-160421 | 4/19/2007 | 3591944 | 3/17/2009 |
| OPULENCE | United States of America | 21 Int. | Registered | 78-104745 | 1/25/2002 | 2792921 | 12/9/2003 |
| PARTYBASICS and Design | United States of America | 21 Int. | Registered | 78-097144 | 12/7/2001 | 2789749 | 12/2/2003 |
| PRESTIGE | United States of America | 21 Int. | Registered | 77-081895 | 1/12/2007 | 3491083 | 8/26/2008 |
| PROFILES | United States of America | 08 Int. | Registered | 77-465464 | 5/5/2008 | 3894298 | 12/21/2010 |
| PROFILES | United States of America | 21 Int. | Registered | 78-088952 | 10/18/2001 | 2578913 | 6/11/2002 |
| PARTY ACCENTS | United States of America | 21 Int. | Registered | 85-681603 | 7/19/2012 | 4302865 | 3/12/2013 |