

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BERRY GLOBAL, INC.		09/24/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	Bank of America Corporate Center		
Internal Address:	100 N. Tryon St., NC1-007-14-24		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	as collateral agent for the ABL Secured Parties, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4219792	SMART TECH BAGS	
Registration Number:	2123453		
Registration Number:	2125354	LADDAWN	
Registration Number:	2152541	N	
Registration Number:	4208151	LADDAWN	
Registration Number:	4208154	LADDAWN	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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>			
Phone:	3142592000		
Email:	susan.murphy@bclplaw.com		
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0385791		
NAME OF SUBMITTER:	Gretchen E. von Dwingelo		
SIGNATURE:	/Gretchen E. von Dwingelo/		

CH \$165.00 4219792

DATE SIGNED:

09/24/2018

Total Attachments: 11

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated and effective as of September 24, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), among certain subsidiaries of the Borrower (as defined below) identified on the signature pages hereto (such subsidiaries, , the “Grantors”), BANK OF AMERICA, N.A., as collateral agent (in such capacity, the “ABL Collateral Agent”) for the ABL Secured Parties, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly known as CREDIT SUISSE, CAYMAN ISLANDS BRANCH), as collateral agent (in such capacity, the “Term Collateral Agent”, and together with the ABL Collateral Agent, the “Collateral Agents”) for the Term Secured Parties.

WHEREAS, BERRY GLOBAL GROUP, INC., a Delaware corporation (“Holdings”), BERRY GLOBAL, INC., a Delaware corporation (the “Company”), the lenders and agents named therein, and Credit Suisse AG, Cayman Islands Branch (formerly known Credit Suisse, Cayman Islands Branch), as administrative agent for such lenders, are parties to that certain Second Amended and Restated Term Loan Credit Agreement dated as of April 3, 2007 (as amended, restated, supplement or otherwise modified from time to time, the “Term Loan Agreement”);

WHEREAS, Holdings, the Company, the other borrowers party thereto from time to time, the lenders party thereto from time to time, Bank of America, N.A., as administrative agent, and the other parties thereto are parties to that certain Amended and Restated Revolving Credit Agreement dated as of April 3, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “Revolving Credit Agreement”);

WHEREAS, the lenders party to each Credit Agreement have agreed to extend credit to the Company and the Subsidiary Borrowers (in the case of the ABL Credit Agreement) (collectively, the “Borrowers”), in each case subject to the terms and conditions set forth in the respective Credit Agreements. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the Second Amended and Restated First Lien Guarantee and Collateral Agreement, dated as of April 3, 2007 among Holdings, the Company, each subsidiary of the Borrower identified therein and the Collateral Agents (as supplemented by the Supplement to the Collateral Agreement, dated as of the date hereof among the Grantors party thereto and the Collateral Agents, and as otherwise amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”). Terms defined in the Collateral Agreement and not otherwise defined herein are used herein as defined in the Collateral Agreement;

WHEREAS, under the terms of the Collateral Agreement, each Grantor has granted to each of the (A) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and (B) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed under the terms of the Collateral Agreement to enter into this IP Security Agreement, for recording with the United States Patent and Trade-

mark Office, the United States Copyright Office (and any successor office or any similar office in any other country); and

WHEREAS, Holdings and the Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreements, and are willing to execute and deliver this Agreement in order to induce the Lenders to extend credit to the Borrowers in accordance with the terms of the Credit Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and pledges to each of (A) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and (B) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, and hereby grants to each of (X) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and (Y) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Collateral");

(a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), together with the goodwill symbolized thereby (the "Trade-marks");

(c) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of such Grantor's Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights, the United States Commissioner for Patents and the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, each Administrative Agent and each Collateral Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is in conflict with the Collateral Agreement, any Credit Agreement or any Intercreditor Agreement, the provisions of the Collateral Agreement, the applicable Credit Agreement or the applicable Intercreditor Agreement, as the case may be, shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Priority. Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing the Term Loan Obligations (as defined in the Senior Lender Intercreditor Agreement) granted on the Collateral or of any Liens securing the Revolving Facility Obligations (as defined in the Senior Lender Intercreditor Agreement) granted on the Collateral and notwithstanding any provision of any UCC, or any other applicable law or the Revolving Facility Documents or the Term Loan Documents or any defect or deficiencies in, or failure to perfect, the Liens securing the Revolving Facility Obligations or the Term Loan Obligations or any other circumstance whatsoever, the ABL Collateral Agent, on behalf of itself and the Revolving Facility Secured Parties and the Term Collateral Agent, on behalf of itself and the Term Loan Secured Parties each hereby agrees that the Liens of each Collateral Agent shall be of equal priority.

[Remainder of Page Intentionally 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.

LADDAWN, INC.

By: 

Name: Jason K. Greene
Title: Executive Vice President

DUMPLING ROCK, LLC

By: 

Name: Jason K. Greene
Title: Executive Vice President

ESTERO PORCH, LLC

By: 

Name: Jason K. Greene
Title: Executive Vice President

LAMB'S GROVE, LLC

By: 

Name: Jason K. Greene
Title: Executive Vice President

MILLHAM, LLC

By: 

Name: Jason K. Greene
Title: Executive Vice President

SUGDEN, LLC

By: 

Name: Jason K. Greene
Title: Executive Vice President

[Signature Page to First Lien IP Security Agreement]

**CHOCKSETT ROAD LIMITED
PARTNERSHIP**

By: Berry Global, Inc., its General Partner

By: 

Name: Jason K. Greene

Title: Executive Vice President, General
Counsel and Secretary

CHOCKSETT ROAD REALTY TRUST

By: Laddawn, Inc., Trustee

By: 

Name: Jason K. Greene


Title: Executive Vice President

TRADEMARK

REEL: 006455 FRAME: 0392

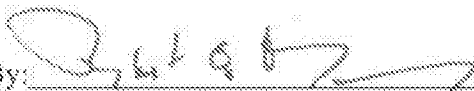
**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**
as Term Collateral Agent

By: 
Name: JOHN D. TORONTO
Title: AUTHORIZED SIGNATORY

By: 
Name:
Title: Brady Bingham
Authorized Signatory

[Signature Page to First Lien IP Security Agreement]

BANK OF AMERICA, N.A.,
as ABL Collateral Agent




By: 
Name: Albert A. Melaj
Title: Sr. Vice President

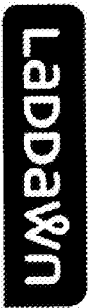

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**Schedule A
Patents**

None

**Schedule B
Trademarks**

Owner	Jurisdiction	Trademark	Status	Application Number	Registration Number	Filed	Registration Date
Laddawn, Inc.	U.S.	SMART TECH BAGS and De-sign 	Registered	76709927	4219792	12/7/2011	10/9/2012
Laddawn, Inc.	U.S.	Double Square Design 	Cancelled	75199658	2123453	11/18/1996	12/23/1997
Laddawn, Inc.	U.S.	LADDAWN	Renewed	75199656	2125354	11/18/1996	12/30/1997
Laddawn, Inc., dba Northeast Poly Bag Co.	U.S.	Stylized "N" 	Renewed	75306555	2152541	6/10/1997	4/21/1998
Laddawn, Inc.	U.S.	LADDAWN and Design	Registered	76709928	4208151	12/7/2011	9/18/2012

								
Laddawn, Inc.	U.S.	LADDAWN and Design 	Registered	76710182	4208154	1/5/2012	9/18/2012	

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Schedule C

Copyrights

None

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