

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533421

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN SECURITY INTEREST IN SPECIFIED INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	FORMERLY CREDIT SUISSE, CAYMAN ISLANDS BRANCH	07/23/2019	National Banking Association: NEW YORK
BANK OF AMERICA, N.A.		07/23/2019	Corporation:

RECEIVING PARTY DATA

Name:	BERRY GLOBAL, INC.
Street Address:	101 Oakley street
City:	Evansville
State/Country:	INDIANA
Postal Code:	47710
Entity Type:	Corporation: DELAWARE
Name:	COVALENCE SPECIALTY ADHESIVES, LLC
Street Address:	25 Forge Parkway
City:	Franklin
State/Country:	MASSACHUSETTS
Postal Code:	02038
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76335963	POWERCRETE
Serial Number:	74095248	DIRAX
Serial Number:	74091827	POWERCRETE
Serial Number:	74053444	SYNERGY
Serial Number:	73668107	WPC
Serial Number:	77704030	COVALENCE
Serial Number:	77471592	WATERWRAP

CORRESPONDENCE DATA

Fax Number: 3142592020

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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:	1142246.64
NAME OF SUBMITTER:	Joe Robertson
SIGNATURE:	/Joe Robertson/
DATE SIGNED:	07/24/2019

Total Attachments: 4

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**RELEASE OF FIRST LIEN SECURITY INTEREST IN
SPECIFIED TRADEMARKS**

This RELEASE OF FIRST LIEN SECURITY INTEREST IN SPECIFIED INTELLECTUAL PROPERTY (this "Release"), dated as of July 23, 2019 (the "Effective Date"), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly CREDIT SUISSE, CAYMAN ISLANDS BRANCH), in its capacity as Term Collateral Agent (the "Term Agent") for the Term Loan Secured Parties (the "Term Secured Parties") and BANK OF AMERICA, N.A., in its capacity as ABL Collateral Agent (the "ABL Agent", and together with the Term Agent, the "Agents") for the Revolving Facility Secured Parties (the "ABL Secured Parties, and together with the Term Secured Parties, the "Secured Parties"), in favor of the grantor parties identified on the signature page hereto (the "Grantors").

WHEREAS, pursuant to that certain Second Amended and Restated Guarantee and Collateral Agreement, dated as of April 3, 2007, by and among the Agents, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agents, in their capacity as Agents for the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain Second Amended and Restated First Lien Intellectual Property Security Agreement, dated as of April 3, 2007 (the "2007 Intellectual Property Security Agreement"), which was recorded with the United States Patent and Trademark Office on April 12, 2007 at Reel/Frame 3521/0621;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain First Lien Intellectual Property Security Agreement, dated as of May 1, 2019 (the "2019 Intellectual Property Security Agreement", and together with the 2007 Intellectual Property Security Agreement, the "Intellectual Property Security Agreements"), which was recorded with the United States Patent and Trademark Office on May 2, 2019 at Reel/Frame 6636/0014;

WHEREAS, in reliance of the Grantors' representations and warranties concerning the transactions referenced in that certain Officers' Certificate, dated as of the date hereof (the "Officers' Certificate"), the Agents have agreed to release, discharge, terminate and cancel their security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agents hereby agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Intellectual Property Security Agreements, as applicable.

2. Release of Specified Collateral. The Agents, without representation or warranty of any kind, hereby release, relinquish, discharge, terminate and cancel all of the liens and security interests in, to and under the trademark and service mark registrations and applications set forth Schedule I attached hereto, (ii) all goodwill symbolized thereby and common law rights therein, (ii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, or misuse with respect of any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, and (iii) any and all proceeds of, collateral for, income, royalties or payments now or hereafter due and payable with respect to, and obligations relating to any and all of the foregoing or arising from any of the foregoing (collectively, the "Released Trademark Collateral"), arising under the

Security Agreement and the Intellectual Property Security Agreements. If and to the extent that the Agents have acquired any right, title or interest in and to the Released Trademark Collateral under the Intellectual Property Security Agreements, the Agents, without representation or warranty of any kind, hereby transfers, conveys and assigns such right, title or interest to the Grantors.

3. Limitation. This Release is applicable only and solely with respect to the Released Collateral and to no other collateral arising under the Security Agreement or the Intellectual Property Security Agreements. The Agents retain all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Intellectual Property Security Agreements with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Agents agree to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agents have caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, acting in its capacity as Term
Collateral Agent for the Term Loan Security
Parties**

By: 

Name: John D. Toronto

Title: Authorized Signatory

By: 

Name: Emerson Almeida

Title: Authorized Signatory

GRANTOR:

**BERRY GLOBAL, INC. (formerly BERRY
PLASTICS CORPORATION)**

COVALENCE SPECIALTY ADHESIVES, LLC

SCHEDULE I

RELEASED TRADEMARK COLLATERAL

Second Amended and Restated First Lien Intellectual Property Security Agreement,
dated as of April 3, 2007, recorded on April 12, 2007 at Reel/Frame 3521/0621;

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Berry Plastics Corporation	POWERCRETE	76335963	11/09/2001	2707884	04/15/2003
2.	Covalence Specialty Adhesives, LLC	DIRAX	74095248	09/10/1990	1708179	08/18/1992
3.	Covalence Specialty Adhesives, LLC	POWERCRETE	74091827	08/22/1990	1730200	11/03/1992
4.	Covalence Specialty Adhesives, LLC	SYNERGY	74053444	04/27/1990	1736555	12/01/1992
5.	Covalence Specialty Adhesives, LLC	WPC	73668107	06/18/1987	1474988	02/02/1988

First Lien Intellectual Property Security Agreement,
dated as of May 1, 2019, recorded with the on May 2, 2019 at Reel/Frame 6636/0014;

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Berry Plastics Corporation	COVALENCE	77704030	04/01/2009	3854524	09/28/2010
2.	Covalence Specialty Adhesives, LLC	WATERWRAP	77471592	05/12/2008	3563732	01/20/2009