

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547518

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M&H PLASTICS, INC.		10/23/2019	Corporation: VIRGINIA
RPC PACKAGING HOLDINGS (US), INC.		10/23/2019	Corporation: DELAWARE
RPC LEOPARD HOLDINGS, INC.		10/23/2019	Corporation: DELAWARE
LETICA CORPORATION		10/23/2019	Corporation: MICHIGAN
LETICA RESOURCES, INC.		10/23/2019	Corporation: MICHIGAN
RPC BAMLAGE, INC.		10/23/2019	Corporation: PENNSYLVANIA
RPC SUPERFOS US, INC.		10/23/2019	Corporation: DELAWARE
GLOBAL CLOSURE SYSTEMS AMERICAN 1, INC.		10/23/2019	Corporation: DELAWARE
RPC ZELLER PLASTIK LIBERTYVILLE, INC.		10/23/2019	Corporation: DELAWARE
RPC PROMENS INC.		10/23/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): CAYMAN ISLANDS
Name:	BANK OF AMERICA, N.A.
Street Address:	185 Asylum Street
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85793740	DUAL-SEAL COMPRESSION LOCKING SYSTEM
Serial Number:	73598289	LETICA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75538200	LETICA
Serial Number:	78808010	SMART HINGE
Serial Number:	85006385	SMART PAK
Serial Number:	78195370	SMART SEAL
Serial Number:	85968869	THE POWER OF PACKAGING
Serial Number:	75536909	LETICA

CORRESPONDENCE DATA

Fax Number: 3142592020
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.
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:	1142246.20
NAME OF SUBMITTER:	Jacob T. Crabreee
SIGNATURE:	/Jacob T. Crabtree/
DATE SIGNED:	10/31/2019

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 October 23, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement"), among certain subsidiaries of the Company (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 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 Third Amended and Restated Revolving Credit Agreement dated as of May 1, 2019 (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, 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 Company 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 Trademark 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 Company, will derive substantial benefits from the extension of credit to the Company 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 Company 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 "Trademarks");

(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.

**M&H PLASTICS, INC.
RPC PACKAGING HOLDINGS (US), INC.
RPC LEOPARD HOLDINGS, INC.
LETICA CORPORATION
LETICA RESOURCES, INC.
RPC BRAMLAGE, INC.
RPC SUPERFOS US, INC.
GLOBAL CLOSURE SYSTEMS AMERICA 1, INC.
RPC ZELLER PLASTIK LIBERTYVILLE, INC.
RPC PROMENS INC.**

By: _____


Name: Jason K. Greene


Title: Executive Vice President, Assistant
Secretary, and General Counsel

[Signature Page to First Lien IP Security Agreement]

**TRADEMARK
REEL: 006784 FRAME: 0351**

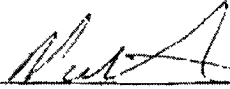
**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**
as Term Collateral Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Linzi Huang
Title: Authorized Signatory

[Signature Page to First Lien IP Security Agreement]

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

By: 
Name: Matthew Bougeas
Title: SVP

[Signature Page to First Lien IP Security Agreement]

See attached.

**Schedule A
Patents**

Publication Number	Application Number	Title	Application Date	Publication Date	Current Assignee	Inventor Name
US2015028937A1	US15/919654	Gasless Closure For Open-Top Pails	2018-03-13	2019-08-19	LETICA CORPORATION	SELINA, JOHN R. LARSEN, CHRISTOPHER MYLES J.
US20190185229A1	US15/848550	Container Closure for Pourable Liquids Including a Pour Spout	2017-12-20	2019-06-20	LETICA CORPORATION	SELINA, JOHN R. HARPER, WAYNE J. KOWAL, ERIC D.
CA3022720A1	CA3022720	Container closure for pourable liquids including a pour spout and collapsible spout for a container	2018-10-31	2019-06-20	LETICA CORPORATION	SELINA, JOHN R. HARPER, WAYNE J. KOWAL, ERIC D.
US9533796	US13/048986	Collapsible spout for a container and method of manufacture	2011-03-16	2017-01-03	LETICA CORPORATION	SELINA, JOHN R. CORBETT, RANDALL J.
US9533801	US12/898768	Collapsible spout for a container and method of manufacture	2010-10-06	2017-01-03	LETICA CORPORATION	SELINA, JOHN R. CORBETT, RANDALL J.
US9533789	US14/162033	Plastic container with fluted inner wall	2014-01-23	2017-01-03	LETICA CORPORATION	SELINA, JOHN R. LARSEN, CHRISTOPHER MYLES
CA2715961C	CA2715961	Plastic container with double lock lid and tear band	2010-09-30	2015-11-10	LETICA CORPORATION	SELINA, JOHN ROBERT HABITZ ARTHUR
US9156597	US14/164517	Child resistant, tamper evident container	2014-01-27	2015-10-13	LETICA CORPORATION	LETICA, ANTONI SELINA, JOHN R.
CA2879698A1	CA2879698	Plastic container with fluted inner wall	2015-01-23	2015-07-23	LETICA CORPORATION	SELINA, JOHN R. LARSEN, CHRISTOPHER MYLES
US8814004	US13/609697	Tamper evident pull-out spout	2012-09-11	2014-08-26	LETICA CORPORATION	LETICA, ANTONI CORBETT, RANDALL J. SELINA, JOHN R.
CA2739976C	CA2739976	Collapsible spout for a container and method of manufacture	2011-05-11	2014-04-29	LETICA CORPORATION	SELINA, JOHN R. CORBETT, RANDALL J.
US9896846	US12/540585	Plastic pry off paint can assembly	2009-08-13	2014-04-15	LETICA CORPORATION	LETICA, ANTONI SELINA, JOHN R. HARPER, WAYNE J.
US8689995	US13/674465	Child resistant, tamper evident container	2012-11-12	2014-04-08	LETICA CORPORATION	LETICA, II, ANTONI SELINA, JOHN R.
US8544677	US13/208752	One-piece lock-back lid	2011-08-12	2013-10-01	LETICA CORPORATION	SELINA, JOHN R. CORBETT, RANDALL J.
US8342364	US11/133501	Molded plastic container combination including a snap-on container	2005-05-20	2013-01-01	LETICA CORPORATION, A CORPORATION IN THE STATE	LETICA, ANTON
US8308010	US12/961662	Tamper evident, child resistant container	2010-12-07	2012-11-13	LETICA CORPORATION	LETICA, ANTONI HABITZ, ARTHUR W. SELINA, JOHN R.
CA2739976A1	CA2739976	Collapsible spout for a container and method of manufacture	2011-05-11	2012-04-06	LETICA CORPORATION	SELINA, JOHN R. CORBETT, RANDALL J.
CA2715961A1	CA2715961	Plastic container with double lock lid and tear band	2010-09-30	2012-03-30	LETICA CORPORATION	SELINA, JOHN ROBERT HABITZ ARTHUR
CA2726408A1	CA2726408	Plastic PRY-off paint can assembly	2010-12-23	2011-10-22	LETICA CORPORATION	LETICA ANTONI SELINA, JOHN R. HARPER, WAYNE J.
CA2726408C	CA2726408	Plastic PRY-off paint can assembly	2010-12-23	2011-10-22	LETICA CORPORATION	LETICA ANTONI SELINA, JOHN R. HARPER, WAYNE J.
US7946441	US11/836861	Molded plastic container assembly with tear strip	2007-08-10	2011-05-24	LETICA CORPORATION	HABITZ, ARTHUR W. SELINA, JOHN ROBERT

US7607551	US111607712	Tint plug for paint container	2006-12-01	2008-10-27	LETICA CORPORATION	COUGHLIN, TIMOTHY J. SELINA, JOHN ROBERT
US7584866	US111498452	All plastic paint container	2006-08-04	2009-09-08	LETICA CORPORATION	SELINA, JOHN ROBERT NORTON, MATT
US7475788	US111053015	Tamper-evident container with tear band	2005-02-08	2009-01-13	LETICA CORPORATION	SCHWARZ, STEFAN H.
CA2491184C	CA2491184	Closure with tear strip	2004-12-30	2005-07-07	LETICA CORPORATION	SCHWARZ, STEFAN H
CA2491184A1	CA2491184	Closure with tear strip	2004-12-30	2005-07-07	LETICA CORPORATION	SCHWARZ, STEFAN H
US6779680	US10721390	Molded plastic container with opposite exterior lifting elements	2003-11-25	2004-08-24	LETICA CORPORATION	SCHWARZ, STEFAN H.
US6688483	US091977745	Molded plastic pail with double lock	2001-10-15	2004-02-10	LETICA CORPORATION	DAVIS, CHRISTOPHER L.
US6586618	US091842974	Molded plastic container, snap ring and lid combination	2001-04-26	2003-07-08	LETICA CORPORATION	DAVIS, CHRISTOPHER L
CA2383732A1	CA2383732	Molded plastic container, snap ring and lid combination	2002-04-26	2002-10-26	LETICA CORPORATION	DAVIS, CHRISTOPHER L.
CA2383732C	CA2383732	Molded plastic container, snap ring and lid combination	2002-04-26	2002-10-26	LETICA CORPORATION	DAVIS CHRISTOPHER L
VE1992000791A1	VE1992000791	Construction of a container.	1992-06-01	-	LETICA CORPORATION	LETICA, ILIJA
VE1992000790A1	VE1992000790	Apparatus for making a container	1992-06-01	-	LETICA CORPORATION	LETICA, ILIJA

**Schedule B
Trademarks**

Trademark	Owner	Country	App Date	App No	Reg Date	Reg No
DUAL-SEAL COMPRESSION LOCKING SYSTEM (Stylized)	Letica Corporation (Michigan Corp.)	USA	12/4/2012	85793740	12/2/2014	4650573
LETICA (Stylized)	Letica Corporation (Michigan Corp.)	USA	5/12/1986	73598289	2/24/1987	1430274
LETICA	Letica Corporation (Michigan Corp.)	USA	8/18/1998	75538200	9/21/1999	2279369
SMART HINGE	Letica Corporation (Michigan Corp.)	USA	2/6/2006	78808010	2/26/2008	3388900
SMART PAK (Stylized)	Letica Corporation (Michigan Corp.)	USA	4/5/2010	85006385	4/3/2012	4122317
SMART SEAL	Letica Corporation (Michigan Corp.)	USA	12/17/2002	78195370	4/26/2005	2944870
THE POWER OF PACKAGING	Letica Corporation (Michigan Corp.)	USA	6/25/2013	85968869	6/16/2015	4756523
LETICA (Stylized)	Letica Resources, Inc. Dba Letica Freight Lines (Michigan Corp.)	USA	8/14/1998	75536909	7/25/2000	2369971
LETICA (Stylized)	Letica Corporation (Michigan Corp.)	Canada	10/17/1986	571237	8/12/1988	TMAA3437 50

Schedule C

Copyrights

Owner	Title	Registration No.	Registration Date
Letica Corporation	New wave.	VA0000531987	10/26/1992