

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Berry Plastics Corporation		04/21/2008	Corporation-State Delaware:
Kerr Group, LLC		04/21/2008	LIMITED LIABILITY COMPANY:
Landis Plastics, LLC		04/21/2008	LIMITED LIABILITY COMPANY:
Pescor, Inc.		04/21/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	213 Court Street
Internal Address:	Suite 703
City:	Middletown
State/Country:	CONNECTICUT
Postal Code:	06457
Entity Type:	Association:

PROPERTY NUMBERS Total: 185

Property Type	Number	Word Mark
Registration Number:	1618828	SECUR-A-TEAR
Registration Number:	1461931	
Registration Number:	2207385	SQROUND
Registration Number:	3136903	FOUNTAIN SOLUTIONS
Registration Number:	3330806	IMEDGE
Registration Number:	2827685	SNAPLOC
Registration Number:	2986482	KNIK
Registration Number:	3102208	PIVOT
Registration Number:	2018559	

CH \$4640.00 1618828

Registration Number:	2064130	
Registration Number:	2428649	LITE TOUCH
Registration Number:	1282514	PS
Registration Number:	2254218	ACCU-FLO
Registration Number:	2224712	EM-PRESS
Registration Number:	2279910	CAMPUS WEST
Registration Number:	1235737	PACKERWARE
Registration Number:	2501368	PESCOR PLASTICS
Registration Number:	2503518	PESCOR PLASTICS, INC.
Registration Number:	1153982	LPI
Registration Number:	1813752	LPI
Registration Number:	1133139	CR-I
Registration Number:	2201996	FRIENDLY & SAFE
Registration Number:	2290366	SCRIPTVISION
Registration Number:	2779773	TAB-II
Registration Number:	1174234	TP
Registration Number:	3059130	322
Registration Number:	2353795	P
Registration Number:	921650	2
Registration Number:	1924624	AGRI-POLY
Registration Number:	2103871	AIR STOP
Registration Number:	2131258	ALL-TUFF
Registration Number:	1004819	BARRICADE
Registration Number:	1575832	
Registration Number:	1788140	BIG CITY
Registration Number:	3122064	BIG FIX
Registration Number:	1959861	BRAHMA
Registration Number:	1857695	BURLY
Registration Number:	1850323	BUSINESS BAGS
Registration Number:	1564382	COLOR SCENTS
Registration Number:	3058137	CONTOUR
Registration Number:	1350132	CONVENIENCE PACK
Registration Number:	1939885	CP
Registration Number:	1985143	CP
Registration Number:	948567	CRYSTAL CLEAN

Registration Number:	2032127	CURB SIDE
Registration Number:	1650160	CUT & COVER
Registration Number:	1052150	DIET KIT
Registration Number:	1708179	DIRAX
Registration Number:	2669276	DUOMAX
Registration Number:	1785533	ECO-CHOICE
Registration Number:	1748429	ECO-CHOICE
Registration Number:	1488462	ENERGY-BRACE
Registration Number:	2313564	ENERGY- WRAP INFILTRATION BARRIER
Registration Number:	2588796	FAST-LOCK
Registration Number:	1130869	FILM-GARD
Registration Number:	1130866	FILM-GARD
Registration Number:	1483433	FOILASTIC
Registration Number:	2610912	
Registration Number:	3042543	FREEZ-FRESH
Registration Number:	2502895	HANDY BAND
Registration Number:	3086269	HANDYMAN SHOP BAGS
Registration Number:	1797816	HIPOLEX
Registration Number:	1314695	HIPOLEX
Registration Number:	1546277	HOSPILINER
Registration Number:	2578656	HOSPI-TUFF
Registration Number:	1526921	ICE-O-LATE
Registration Number:	3290220	IRONFORCE
Registration Number:	1485253	IRON-HOLD
Registration Number:	1425792	IRON-HOLD
Registration Number:	2406993	IRON-HOLD MAXIMUM
Registration Number:	1543505	ISOLINER
Registration Number:	1849274	IT'S MORE. FOR LESS.
Registration Number:	1104779	KLEEN KAN
Registration Number:	2578606	KP
Registration Number:	2806854	KRAFTY BOARD
Registration Number:	2779618	LEGACY
Registration Number:	1421053	LINEAR PLUS
Registration Number:	2008500	LOCK-TIGHT
Registration Number:	1564013	LOCK-TIGHT

Registration Number:	3020913	MARVEL GUARD
Registration Number:	3359751	MARVELWRAP
Registration Number:	2973091	MARVELSEAL
Registration Number:	2098248	MAXTECH
Registration Number:	2874439	MEAN GREEN
Registration Number:	3028913	MEDI-TUFF
Registration Number:	2538586	METALLO-TUFF
Registration Number:	861216	MICROPROOF
Registration Number:	2412938	MORE THAN SCENTS
Registration Number:	2510033	MULTI-TUFF
Registration Number:	2553376	NITELIFE
Registration Number:	1843602	
Registration Number:	2626657	OPTI FLASH
Registration Number:	2792921	OPULENCE
Registration Number:	1640531	PAILPALS
Registration Number:	2098247	PALLETECH
Registration Number:	2920595	PARTY ACCENTS
Registration Number:	2789749	PARTY BASICS
Registration Number:	1510934	PATCO CORPORATION
Registration Number:	1869535	PERFECT SCENTS
Registration Number:	991884	PERMARAD
Registration Number:	2576193	PLAS-TUFF
Registration Number:	645260	POLYKEN
Registration Number:	980849	POLYKEN
Registration Number:	1260006	POLYKEN
Registration Number:	435666	POLYKEN
Registration Number:	1180165	POLYKEN YGIII
Registration Number:	905618	
Registration Number:	2707884	POWERCRETE
Registration Number:	1730200	POWERCRETE
Registration Number:	1978856	PROFESSIONAL'S CHOICE
Registration Number:	2578913	PROFILES
Registration Number:	2670369	PULL FRESH
Registration Number:	1974179	QUICK PICKS
Registration Number:	1500516	RAYTRANS

Registration Number:	1773651	RHINO-X INDUSTRIES
Registration Number:	1937932	RIP STOP
Registration Number:	2771591	RIP-STOP
Registration Number:	2063547	RUFFIES
Registration Number:	1203613	RUFFIES
Registration Number:	2006264	RUFFIES
Registration Number:	2102329	RUFFIES PRO
Registration Number:	2080749	RUFFIES SURE STRENGTH
Registration Number:	1953647	R-WRAP
Registration Number:	1689689	SHOP SAK
Registration Number:	2234211	SHOP SAK
Registration Number:	2666634	SLAM WRAP
Registration Number:	1799348	
Registration Number:	1791559	STARTEX
Registration Number:	1505847	STARVAC
Registration Number:	1510087	STARVAC II
Registration Number:	1771431	STEEL-FLEX
Registration Number:	1314697	STEEL-FLEX
Registration Number:	1760683	STOR-FRESH
Registration Number:	2900080	STORM BOARD
Registration Number:	1693094	STOR-MORE
Registration Number:	2111472	
Registration Number:	2073591	STRESS-TECH
Registration Number:	3212665	STRETCH FIT
Registration Number:	3212664	STRETCH-FIT THE STRENGTH IS IN THE STRETCH
Registration Number:	972662	STRONG BOY
Registration Number:	1526856	SUNBELT PLASTICS
Registration Number:	1689039	SUPER-GARD
Registration Number:	1536375	SURE SAK
Registration Number:	1718120	SURE-GRIP
Registration Number:	1736555	SYNERGY
Registration Number:	707696	THERMO-PLY
Registration Number:	1640532	TOSS'EMS
Registration Number:	1516371	TRISTAR
Registration Number:	911943	TUFFIES

Registration Number:	2649593	TUFFLITE
Registration Number:	962348	TUF-TOTE
Registration Number:	2536611	ULTRA IRON-HOLD
Registration Number:	1949164	ULTRASTAR
Registration Number:	1640449	VALU SAK
Registration Number:	1888421	VALU-FOLD
Registration Number:	2644857	WATERWRAP
Registration Number:	2895997	WEATHER TREK
Registration Number:	2827806	WET-PAK
Registration Number:	2451637	WING TIE
Registration Number:	1474988	WPC
Registration Number:	2669429	POWER WELDCOAT
Serial Number:	77040777	CR-III
Serial Number:	78971692	PILOT
Serial Number:	77096516	CUPTOPIA
Serial Number:	77228272	I COMMIT
Serial Number:	77377666	BAYA
Serial Number:	78826142	TE-III
Serial Number:	77115937	BARRICADE
Serial Number:	77117032	BARRICADE
Serial Number:	77335370	EARTHFLEX
Serial Number:	77294572	DUST-TAINER
Serial Number:	78942256	MARVELWRAP
Serial Number:	77294596	MARVELSCORE
Serial Number:	77123861	MARVELRELEASE
Serial Number:	77394547	DREAMFISH
Serial Number:	77294606	MARVEEDGE
Serial Number:	77294602	MARVELBOARD
Serial Number:	78543231	HOMEARELLA
Serial Number:	78294538	FRESHRIGHT
Serial Number:	77081895	PRESTIGE
Serial Number:	77160421	MINIWARE
Serial Number:	78497194	STRETCH-FIT
Serial Number:	77091901	SIMPULL
Serial Number:	77116892	R WRAP

Serial Number:

77058508

TITAN

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: kai.goodwin@contractor.thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	539219
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/24/2008

Total Attachments: 33

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated and effective as of April 21, 2008 (as further amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement"), among Berry Plastics Corporation (the "Company"), each subsidiary of the Company identified herein as a party (together with the Company, the "Grantors" and each, a "Grantor") and WELLS FARGO BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WHEREAS, pursuant to the terms, conditions and provisions of (a) the Indenture dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Company, the subsidiaries of the Company party thereto and Wells Fargo Bank, N.A., as Trustee (the "Trustee"), and (b) the Purchase Agreement dated as of April 16, 2008 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Purchase Agreement"), among the Company, the subsidiaries of the Company party thereto and the several parties named in Schedule I thereto (the "Initial Purchasers"), the Company is issuing \$680,600,000 aggregate principal amount of its First Priority Senior Secured Floating Rate Notes due 2015 (together with any additional notes issued from time to time under the Indenture, the "Notes"), which will be guaranteed by each of the subsidiaries party to the Indenture;

WHEREAS, to induce the Trustee to enter into the Indenture and to induce the Initial Purchasers to purchase the Notes pursuant to the terms of the Purchase Agreement, the Company and each of its subsidiaries identified therein entered into that certain Collateral Agreement, dated as of the date hereof, among the aforementioned parties and Wells Fargo Bank, N.A., as collateral agent (the "Collateral Agreement") pursuant to which the Company and each of its subsidiaries identified therein have granted to the Collateral Agent a first-priority lien and security interest in the Collateral (as defined below). Terms defined in the Collateral Agreement and not otherwise defined herein are used herein as defined therein;

WHEREAS, under the terms of the Collateral Agreement, each Grantor has granted to the Collateral Agent 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;

WHEREAS, each Grantor is executing and delivering this Agreement pursuant to the terms of the Indenture to induce the Trustee to enter into the Indenture and to induce the Initial Purchasers to purchase the Notes, pursuant to the terms of the Purchase Agreement;

WHEREAS, the Grantors are affiliates of the Company, will derive substantial benefit from the extension of credit to the Company pursuant to the Indenture and are willing to

execute and deliver this IP Security Agreement in order to induce the Trustee to enter into the Indenture and to induce the Initial Purchasers to purchase the Notes; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants herein contained, each Grantor and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and pledges to the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and hereby grants to the 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, now owned or hereafter acquired by such Grantor, 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 the 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, the Indenture, the Second Priority Notes Indenture (as defined in the Indenture), the Revolving Credit Agreement (as defined in the Indenture), the Term Loan Credit Agreement (as defined in the Indenture) or any Intercreditor Agreement (as defined in the Indenture), the provisions of the Collateral Agreement, the Indenture, the Revolving Credit Agreement, the Term Loan Credit Agreement, Second Priority Notes Indenture 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. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement are expressly subject to the terms of (a) the Senior Lender Intercreditor Agreement (as defined in the Indenture), (b) the Junior Intercreditor Agreement (as defined in the Indenture) and (c) Senior Fixed Lender Intercreditor Agreement (as defined in the Indenture). In the event of any conflict between the terms of any Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the applicable Intercreditor Agreement shall govern.

SECTION 8. [Reserved]

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BERRY PLASTICS CORPORATION

By: [Signature]
Name: Jeffrey D. Thompson
Title: Executive V.P. and Asst. Sec'y

BERRY STERLING CORPORATION
CARDINAL PACKAGING, INC.
KNIGHT PLASTICS, INC.
PACKERWARE CORPORATION
PESCOR, INC.
VENTURE PACKAGING, INC.
CAPTIVE PLASTICS, INC.

By: [Signature]
Name: Jeffrey D. Thompson
Title: Executive V.P. and Asst. Sec'y

BERRY IOWA, LLC

By: BERRY PLASTICS CORPORATION,
its sole member and manager

By: [Signature]
Name: Jeffrey D. Thompson
Title: Executive V.P. and Asst. Sec'y

POLY-SEAL, LLC

By: BERRY PLASTICS CORPORATION,
its sole member and manager

By: [Signature]
Name: Jeffrey D. Thompson
Title: Executive V.P. and Asst. Sec'y

KERR GROUP, LLC

By: BERRY PLASTICS CORPORATION,
its sole member and manager

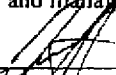
By: [Signature]
Name: Jeffrey D. Thompson
Title: Executive V.P. and Asst. Sec'y

Signature Page to IP Security Agreement


SUN COAST INDUSTRIES, LLC
By: SAFFRON ACQUISITION, LLC,
its sole member and manager

By: KERR GROUP, LLC,
its sole member and manager

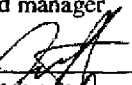
By: BERRY PLASTICS CORPORATION,
its sole member and manager

By: 
Name: Jeffrey D. Thompson
Title: Executive V.P. and Asst. Secy.

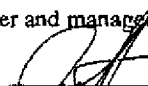
LANDIS PLASTICS, LLC
By: BERRY PLASTICS CORPORATION,
its sole member and manager

By: 
Name: Jeffrey D. Thompson
Title: Executive V.P. and Asst. Secy.

SETCO, LLC
By: KERR GROUP, LLC,
its sole member
By: BERRY PLASTICS CORPORATION,
its sole member and manager

By: 
Name: Jeffrey D. Thompson
Title: Executive V.P. and Asst. Secy.

TUBED PRODUCTS, LLC
By: KERR GROUP, LLC
its sole member
By: BERRY PLASTICS CORPORATION,
its sole member and manager

By: 
Name: Jeffrey D. Thompson
Title: Executive V.P. and Asst. Secy.

Signature Page to IP Security Agreement


GRAFCO INDUSTRIES LIMITED PARTNERSHIP

By: Caplas Neptune, LLC
its General Partner

By: _____

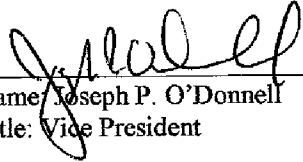
Name:

Title:


Jeffrey D. Thompson
Executive V.P. and Asst. Secy.

Signature Page to IP Security Agreement

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: Joseph P. O'Donnell
Title: Vice President

Signature Page to the IP Security Agreement

Schedule A – Patents

Berry Plastics Corporation

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
D353,743	11/12/93	12/27/94	Canister
5,337,912	11/30/92	8/16/94	Sturdy aerosol can and lid
5,788,107	3/29/96	8/4/98	Tamper resistant cap for a container
5,979,690	11/19/97	11/9/99	Reclosable rectangular container assembly with tamper indicator
6,047,849	6/26/98	4/11/00	Large capacity beverage cup
6,112,933	6/24/98	9/5/00	Tamper resistant cap for a container
6,161,736	7/16/99	12/19/00	Dispenser apparatus
5,779,110	3/28/95	7/14/98	Package having closure assembly with con- cealed hinge
5,307,948	9/27/91	5/3/94	Tamper-proof and tamper-evident container closure system
D350,068	5/24/91	8/30/94	Combined tamper-proof container and clo- sure
5,219,419	11/2/92	6/15/93	Stackable mug
5,275,307	10/26/92	1/4/94	Pitcher with locking lid
5,657,897	11/8/95	8/19/97	Beverage container constructed to accom- modate cup holders of different sizes
D367,818	1/13/94	3/12/96	Plastic lid with extended skirt for paper con- tainers
5,435,431	2/18/94	7/25/95	Container tipping apparatus
5,457,850	2/18/94	10/17/95	Plastic bail handle
5,400,912	5/10/93	3/28/95	Closure with concealed hinge
5,896,993*	09/04/97	04/27/99	Stackable receptacle assembly for pourable products

Schedule A

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
5,823,345*	07/24/97	10/20/98	Stackable receptacle assembly for pourable products
D405014*	07/24/97	02/02/99	Container
D403583*	09/04/97	01/05/99	Container cover
D403582*	08/22/97	01/05/99	Container cover assembly
D403581*	07/24/97	01/05/99	Container cover
D403241*	07/24/97	12/29/98	Container cover assembly
D461369	04/03/01	8/13/02	Cup
6644491	8/20/01	11/11/03	Tamper-evident cap
7011728	07/19/01	3/14/06	Container-labeling and printing synchronization apparatus and process
7055715	04/15/04	06/06/06	Drink cup and lid
7219789	8/2/04	5/22/07	Bailing apparatus with handle orienter
7097444	3/19/04	8/29/06	Part catcher
(10/994072)	11/19/04		Bailing apparatus with handle return device
7209575	9/8/04	4/24/07	Method for visual inspection of printed matter on moving lids
D479090	8/8/02	9/2/03	Pitcher
D478475	8/8/02	8/19/03	Bowl
D480904	9/4/02	10/21/03	Pitcher
6896160	12/12/02	5/24/05	Lockable disc top dispensing closure
6886708	2/4/03	5/3/05	Tamper-evident overcap
6971547	2/5/03	12/06/05	Dispensing package with lockable closure
D482616	2/21/03	11/25/03	Container cap
6808286	4/9/03	10/26/04	Container lid having an indicator
7097790	9/24/03	08/29/06	Method of producing a container closure
7007817	9/24/03	03/07/06	Container closure

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
(10/138088)	5/3/02		Beverage Container Closure
7108823	9/23/04	9/19/06	Staged Compression Molding Process
(10/738636)	12/17/03		Tamper Evident Lid Welded to a Container
7222762	12/3/04	5/29/07	Mobile Canister
(11/276,063)	02/13/06		Drink Cup and Lid
(11/145,916)	06/06/05		Container with Lockable Lid
7303088	03/10/06	12/4/07	Tamper-Evident Closure
7318536	08/23/05	1/15/2008	Drink Cup and Lid
(11/276,033)	02/10/06		Canister with Tamper-Evident Closure
(11/330,666)	01/12/06		Lid with Button
D409,084	05/21/98	05/04/99	Jar
D408,276	05/21/98	04/20/99	Jar
D417839	05/21/98	12/21/99	Jar
5,042,680	08/03/90	08/27/91	Reclosable container assembly
6454496	09/29/00	09/24/02	System for loading and unloading polystyrene pellets into and from a trailer
D426,772	02/22/99	06/20/00	Dispensing jar cover
4,744,481	05/06/87	05/17/88	Closure for container
5,765,705	07/30/96	06/16/98	Child-resistant closure
6,065,648	06/29/99	05/23/00	Child-resistant dispenser
6460729	03/06/01	10/08/02	One-Piece Side-Dispensing Closure
5,058,754	12/06/90	10/22/91	Child-resistant container and safety closure
5,224,615	08/07/91	07/06/93	Child resistant container and safety closure
5,706,962	02/02/96	01/13/98	Thumb tab child resistant closure
(10/752,074)	01/05/04		Tamper Indicating Closure with Foldable Tab

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
(10/293,803)	11/12/02		Closure and Container System for Hot-Filled Containers
7306108*	04/13/04	12/11/07	Closure with Vents for Venting During Molding of a Liner, Method of Forming a Liner in a Closure , and Device for forming a Liner in a Closure
D396,172*	09/04/97	07/21/98	Container assembly
7198170	1/7/04	4/3/07	Closure and Container System and Method for sealing a Closure on a Container
(11/564,769)	11/29/06		Child-Resistant Closure
(US2006/036216 (PCT))	09/18/06		Staged Compression Molding Process
(11/531,660)	09/13/06		Staged Compression Molding Process
(11/556,974)	11/06/06		Tamper-Evident Closure with Directional Molded Retention Tabs
(11/617,010)	12/28/06		Container Closure with Membrane-Piercing Punch
(29/275,177)	12/15/06		Portion of a Lid
(29/275,179)	12/15/06		Lid
(US2006/062649 (PCT))	12/28/06		Container Closure with Membrane-Piercing Punch
(11/626,790)	01/24/07		Closure Unit with Cap and Pour Spout for Container Neck Finish
(US2007/061032 (PCT))	01/25/07		Closure Unit with Cap and Pour Spout for Container Neck Finish
(60/892,147)	02/28/07		Aerosol Overcap with Evaporation Vent
(US2007/066692 (PCT))	04/16/07		Tamper-Evident Closure with Directional Molded Retention Tabs
(60/914,588)	04/27/07		Container Closure Including Flip-Top Cap
(60/942,930)	06/08/07		Apparatus and Method for Producing a Container Closure
(11/775,810)	07/10/07		Convertible Container Closure

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
(29/282,629)	07/25/07		Lid
(29/282,624)	07/25/07		Portion of a Lid
(11/828,144)	07/25/07		Drink Cup and Lid
(11/838,686)	08/14/07		Tamper-Evident Flip-Top Closure
(60/974,023)	09/20/07		Container Closure with Flip-Top Cap
(60/981,551)	10/22/07		Container with Adjustable Grinder
(11/876,831)	10/23/07		Drink Cup and Lid
(60/984,137)	10/31/07		Closure Blank Alteration Apparatus with Tab Folder
(11/940,901)	11/15/07		Child-Resistant Vial Closure
(60/990,545)	11/27/07		Container Closure with Product-Discharge Mouthpiece
(60/990,533)	11/27/07		Container Closure with Tamper-Evident Flip-Top Cap
5,280,842	12/15/92	01/25/94	Low Reverse Torque Closure Assembly
5,657,901	02/05/96	08/19/97	Tablet Dispense with Child Resistant Locking Feature
5,660,288	01/20/95	08/26/97	Reverse Helix Tamper-Evident Closure
5,671,853	10/31/95	09/30/97	Child-resistant one-piece container and one-piece closure assembly
5,712,042	04/17/95	01/27/98	Second Seal for Closure Liners
5,813,553	10/16/97	09/29/98	Snap-band tamper evident
5,846,471	04/01/97	12/08/98	Method for Manufacturing Tamper Evident Cap
5,927,526	06/11/97	07/27/99	Child-Resistant One-Piece Container and One-Piece Closure Assembly
5,938,055	03/12/97	08/17/99	Safety Cap & Container
5,941,402	06/24/98	08/24/99	Child-Resistant Closure and Container Apparatus

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
5,979,680	10/10/97	11/09/99	Child-Resistant Adult-Friendly Cap and Vial Assembly
6,019,592	12/02/98	02/01/00	Apparatus for manufacturing a tamper-evident closure having a plurality of tabs molded to extend radially upward and inward
6,053,343	05/14/98	04/25/00	Child-Resistant Closure and Container with Tamper Indication
6,076,689	02/05/98	06/20/00	Child-Resistant and Adult Friendly Container and Closure Device
6,095,354	03/30/99	08/01/00	Child-Resistant Closure and Container
6,357,615	07/26/99	03/19/02	Child-Resistant One-Piece Container & One-Piece Closure
6,371,316	01/07/00	04/16/02	Child-Resistant Closure and Container with Guarded Flip-Top
6,371,317	08/07/98	04/16/02	Tamper Indicating Closure with Foldable Tab
6,477,823	07/30/98	11/12/02	Closure & Container System for Hot Filled Containers
6,640,987	11/29/00	11/04/03	Child-Resistant Closure & Container Having Axially Offset Locking Teeth
6,673,298	01/08/02	01/06/04	Tamper Indicating Closure with Foldable Tab
D397,031	03/07/97	08/18/98	Tamper Evident Closure
D405,371	05/30/97	02/09/99	Combined Container and Child-Resistant Closure
D427,528	06/09/97	07/04/00	Combined Container and Child-Resistant Closure
7287658	01/08/04	10/30/07	Container Having a Base with a Convex Dome and Method of Use
D542672	05/18/04	5/15/07	Container
D533787	05/18/04	12/19/06	Container
(11/077,585)	03/11/05		System Including a Hinged Closure and Tube Container and Method for Sealing a

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
			Hinged Closure on a Tube Container
(11/147,014)	06/06/05		Method and Device for a Child Restraint Dropper Closure
(11/349,365)	02/06/06		Composite Two-Piece Tamper-Evident Closure with a Seal-Delay-Release Feature and a Method Therefor
(11/147,015)	06/06/05		Reversible Vial Closure

Berry Sterling Corporation

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
D383,038	3/29/95	9/2/97	Container to fit a vehicle cup receptacle
D362,368	1/14/94	9/19/95	Container to fit a vehicle cup receptacle

Landis Plastics, LLC. [Landis Plastics, Inc. (IL) merged with and into Landis Plastics, LLC (DE) on December 28, 2007.]

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
US 4,819,825	2/5/88	04/11/89	Tear strip closure with improved tamper indication
US 4,826,039	2/5/88	05/02/89	Container closure with anti-nesting ribs
US 4,872,586	9/25/87	10/10/89	Container closure and assembly
US 5,238,135	3/18/92	08/24/93	Easy-open tear strip lid

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
US D369,107	12/13/94	04/23/96	Lid for partially removable gripping flange
US D389058	1/6/95	01/13/98	Plastic container lid
US 6,685,049	5/15/00	02/03/04	Thin wall closure container
D426,463	09/16/97	06/13/00	Container for food products

Setco, LLC

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
5,727,095	02/21/97	03/10/98	Bearing Seal with Uniform Fluid Purge
5,980,115	03/09/98	11/09/99	Bearing Seal with Uniform Fluid Purge
6,217,219	09/13/99	04/17/01	Bearing Seal with Uniform Fluid Purge
D480,313	01/31/02	10/07/03	Bottle
D480,314	01/31/02	10/07/03	Bottle
7174934	08/07/03	2/13/07	Solid rubber tire including relatively hard rubber layer and relatively soft rubber layer
7090220	09/04/03	7/26/06	Cartridge-type bearing seal for machine tool spindle

Tubed Products LLC [Tubed Products LLC was acquired from McCormick & Company in 2003.]

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
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<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
4,964,548	10/27/89	10/23/90	Dispensing Closure Having an Interior Sealing Sleeve, a Threaded Sleeve Engaging a Threaded Tube and Stop Blocks Limiting Twisting of the Closures

Tubed Products, LLC.

<u>Patent or (Application Number)</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
5,584,148	06/02/95	12/17/96	Arcuate Ceiling Structure

Berry Plastics Corporation [NOTE: Covalence Specialty Materials Corp. merged with and into Berry Plastics Corporation on Closing Date on April 3, 2007.]

TITLE	FILING DATE	SERIAL NUMBER	ISSUE DATE	PATENT NUMBER
PRESSURE SENSITIVE ADHESIVE FOR SURGICAL DRAPES	25-Feb-2005	11065844		
STENCIL TAPE	30-Sep-2005	11240184		
ACRYLIC ADHESIVE TAPE SYSTEM	24-Mar-2005	11089463		
ADHESIVE TAPES INCLUDING SAME	25-Aug-1988	07236426	14-Nov-1989	4880880
ADHESIVE COMPOSITIONS AND TAPES COMPRISING SAME	7-Feb-2002	10071801	4-Jan-2005	6838500
ADHESIVE COMPOSITIONS AND TAPES COMPRISING SAME	17-Nov-2004	10990613		
THERMOSET CROSS-LINKED POLYMERIC COMPOSITIONS AND METHOD OF MANUFACTURE	1-Sep-2006	11469787		
METHOD OF APPLICATION OF HEAT-SHRINKABLE ARTICLES	20-Dec-2006	11613568		
POLYMERIC COMPOSITE ADHESIVE TAPE	27-Oct-2006	11553568		
DOUBLE-SIDED SINGLE-LINER PRESSURE-SENSITIVE ADHESIVE TAPE	11-Nov-1999	09438181	18-Feb-2003	6521309

TITLE	FILING DATE	SERIAL NUMBER	ISSUE DATE	PATENT NUMBER
HEAT-RECOVERABLE COMPOSITION AND ARTICLE	17-Apr-2002	10124529	11-Jan-2005	6841212
CURABLE POLYMERIC COMPOSITION AND USE IN PROTECTING A SUBSTRATE	4-Aug-1997	08905859	25-Sep-2001	6294597
RESEALABLE FOOD BAGS AND METHOD THEREOF	23-Aug-2007	11844181		
CORROSION PROTECTION SYSTEM	29-Jan-1997	08727481	7-Sep-1999	5948218
RECOVERABLE FABRIC SLEEVE	25-Mar-1992	07842404	22-Nov-1994	5366771
APPARATUS FOR COATING EXTERIOR WELD JOINTS OF A PIPE	4-Jan-1993	08000351	4-Oct-1994	5352292
WIDE ROLL ADHESIVE TAPE AND DISPENSING APPARATUS	9-Mar-2005	11075996		
HEAT RECOVERABLE ARTICLE	26-Nov-1997	08973012	12-Jun-2001	6245174
HEAT RECOVERABLE ARTICLE	7-Oct-1991	07771820	17-Aug-1993	5236765
ADHESIVE COMPOSITION, METHOD FOR MAKING SAME AND TAPES INCLUDING SAME	31-May-1994	08250875	11-Apr-1995	5405703
POLYMER CONCRETE COATING FOR PIPE, TUBULAR SHAPES, OTHER METAL MEMBERS AND METAL STRUCTURES	7-Jun-1995	08467211	12-Nov-1996	5573855
CORROSION PROTECTION SYSTEM	20-Jan-1994	08193171	30-Apr-1996	5512153
CORROSION PROTECTION SYSTEM	26-Jan-1990	07476105	5-Feb-1991	4990231
HEAT-RECOVERABLE ARTICLE	25-Oct-1994	08290972	26-Aug-1997	5660660
HEAT-RECOVERABLE ARTICLE	26-Aug-1997	08918825	18-Jan-2000	6015600
POLYMER CONCRETE COATING FOR PIPE, TUBULAR SHAPES, OTHER METAL MEMBERS & METAL STRUCTS	29-Mar-1993	08039521	7-Nov-1995	5464886
POLYMER CONCRETE COATING FOR PIPE, TUBULAR SHAPES, OTHER METAL MEMBERS AND METAL STRUCTURES	6-Jun-1995	08467617	15-Apr-1997	5621025
POLYMER CONCRETE COATING FOR PIPE, TUBULAR SHAPES, OTHER METAL MEMBERS AND METAL STRUCTURES	6-Jun-1995	08470736	3-Dec-1996	5580611

TITLE	FILING DATE	SERIAL NUMBER	ISSUE DATE	PATENT NUMBER
POLYMER CONCRETE COATING FOR PIPE, TUBULAR SHAPES, OTHER METAL MEMBERS AND METAL STRUCTURES	6-Jun-1995	08470266	22-Oct-1996	5567528
POLYMER CONCRETE COATING FOR PIPE, TUBULAR SHAPES, OTHER METAL MEMBERS AND METAL STRUCTURES	6-Jun-1995	08468966	3-Dec-1996	5580659
METHOD OF SEALING A JOINT BETWEEN TWO PIPES	31-Oct-2001	09914742	18-May-2004	6736430
RECOVERABLE SLEEVE ASSEMBLY FOR PIPE JOINT	7-Feb-1991	07613906	26-May-1992	5116354
TAMPER-EVIDENT TAPE HAVING DISCONTINUOUS BARRIER LAYER	6-Dec-1993	08162245	10-Dec-1996	5582887
CORROSION PROTECTION SYSTEM FOR TRANSPORT PIPE	14-Jan-2005	11035521		
LOW-FOGGING PRESSURE SENSITIVE ADHESIVE	4-Dec-1995	08567086	28-Oct-1997	5681654
ULTRASONIC PROCESSING	15-Aug-1997	08912152	19-Sep-2000	6120629
NON-FOGGING PRESSURE SENSITIVE ADHESIVE FILM MATERIAL	21-May-1999	09316590	12-Mar-2002	6355344
HAND TEARABLE PATTERNED RETROREFLECTIVE MATERIAL	24-May-1999	09317501	23-Apr-2002	6376045
HEAT-RECOVERABLE ARTICLE	7-Oct-1991	07771820	17-Aug-1993	5236765
THERMAL INSULATION COATING FOR PIPES	30-Jun-1999	09364564	26-Jun-2001	6251971
MASKING BARRIERS	27-Jan-2000	09491756	12-Mar-2002	6355323
APPARATUS AND METHOD FOR INSTALLING MASKING BARRIERS	17-Dec-2001	10023593	21-Dec-2004	6833038
THERMALLY STABLE CLEAR POLYURETHANE ADHESIVE TAPE	13-Dec-1999	09459821	27-Apr-2004	6726971
CONFORMABLE HIGH TEMPERATURE RESISTANT TAPES	7-Aug-1992	07925835	18-Apr-1995	5407726
TRANSLUCENT FLAME RETARDANT TAPE	27-Jul-2005	11190414		
METHOD OF APPLYING A PROTECTIVE COVERING TO A SUBSTRATE	28-Jan-1998	09014720	1-May-2001	6224710

TITLE	FILING DATE	SERIAL NUMBER	ISSUE DATE	PATENT NUMBER
METHOD AND APPARATUS FOR PROTECTING THE WELD AREA OF POLYOLEFIN COATED PIPE	29-May-1998	09087644	23-May-2000	6065781
HIGH TENSILE STRENGTH ADHESIVE TAPE	12-Jan-2007	60884802		
NOVEL INDUSTRIAL TAPES	6-Jul-1991	07730732	21-Sep-1993	5246773
NOVEL MASKING TAPE	6-Sep-1991	07755882	13-Jul-1993	5227225
HEAT SHRINKABLE WRAPS	25-Aug-1988	07236427	17-Oct-1989	4874665
ULTRAVIOLET PROTECTIVE MATERIAL	12-Dec-2007	11954258		
NOVEL ADHESIVES AND TAPES INCLUDING SAME	26-Dec-1989	07456701	10-Mar-1992	5095071
PIPELINE CASING INSULATOR	15-Mar-1990	07493944	3-Dec-1991	5069255
PIPELINE CASING INSULATOR	29-Jul-1988	07225926	29-May-1990	4928736
PROTECTING SUBSTRATES	25-Aug-1989	07399422	5-Mar-1991	4997685
NOVEL CONFORMABLE ADHESIVE TAPE	30-Sep-1988	07/252092	12-Feb-1991	4992331
EMBOSSSED DUCT TAPES	5-Sep-1990	07577717	28-Apr-1992	5108815
NOVEL TAPE COATING	30-Jul-1992	07921670	5-Apr-1994	5300356
FINGER BANDAGE PACKAGE AND DISPENSER	6-Dec-1993	08162244	2-Aug-1994	5333753
PROCESS FOR PREPARING EMBOSSSED, COATED PAPER	12-Nov-1991	07790481	3-Aug-1993	5232535
PROCESS FOR PREPARING EMBOSSSED METAL FOIL LAMINATE	12-Dec-1994	08353916	10-Oct-2000	6129800
TIER SHEET	1-Dec-2003	10725861	15-Aug-2006	7089871
SILICONE RELEASE LINER FOR SOFT GUMMY ADHESIVES WITH IMPROVED DIFFERENTIAL RELEASE PROPERTIES	5-Apr-2006	60789343		
NON-SLIP ROOFING UNDERLAYMENT AND METHOD FOR MANUFACTURING SAME	23-May-2007	11752703		
LIQUID CONTAINER MATERIAL AND METHOD THEREOF	31-Aug-2006	11469211		

TITLE	FILING DATE	SERIAL NUMBER	ISSUE DATE	PATENT NUMBER
METHOD FOR MAKING A COATED SUBSTRATE HAVING HIGH MVTR	7-Sep-2000	09657011	1-Apr-2003	6541072B1
INFRARED ACTIVATED THERMOPLASTIC BONDING SUBSTRATE	16-Sep-2005	11228174		
COMPOSITE CONSTRUCTION MATERIAL	14-Feb-1996	08599947	23-Dec-1997	5700570
COMPOSITE INSULATING DRAINAGE WALL SYSTEM	21-Jan-1997	08786666	27-Oct-1998	5826388
COMPOSITE BUILDING STRUCTURE AND METHOD FOR CONSTRUCTING SAME	26-Sep-1994	08287082	27-Feb-1996	5493837
WARP SENSING APPARATUS	22-Oct-1991	07780482	3-Aug-1993	5231767
PERFORATED LAMINATE AND PROCESS FOR PREPARING SAME	28-Mar-1996	08623230	14-Oct-1997	5677032
TUFTED CARPET AND PROCESS FOR PREPARING SAME	26-Nov-1996	08756983	1-Sep-1998	5800898
Method of Non-Abrasive Mechanical Relief of a Cellulose Sheet and Apparatus	2-Feb-2007	60888008		
Method of Non-Abrasive Mechanical Relief of a Cellulose Sheet and Apparatus	16-Feb-2007	60890200		
ACRYLIC-BASED AQUEOUS ADHESIVE	11-Aug-1998	09132627	14-Dec-1999	6001912
FOOD SERVING PLATE	5-Dec-2003	29195123	31-Jan-2006	D513933
STRETCH WRAP FILMS	11-Jun-1997	08873004	13-Jul-1999	5922441
SURFACE PATTERN FOR EMBOSSED PLASTIC FILM	6-Jun-2006	29247219		
METHOD AND APPARATUS FOR PROCESSING OF RAW PLASTICS FOR REUSE	9-Jun-1993	08073551	18-Apr-1995	5407624
RECYCLING STRETCH WRAP FILM	6-Jul-1993	08086294	11-Jul-1995	5432231
BLENDED POLYMERIC DRAW TAPES	10-Sep-2004	10938902		
DEVICE FOR DISPENSING PLASTIC BAGS	28-Jan-1991	07647482	2-Jun-1992	5118022
MULTILAYER COEXTRUDED LINEAR LOW DENSITY POLYETHYLENE STRETCH WRAP FILMS	28-Dec-1992	07997411	2-Aug-1994	5334428

TITLE	FILING DATE	SERIAL NUMBER	ISSUE DATE	PATENT NUMBER
MULTILAYER COEXTRUDED POLYOLEFIN STRETCH WRAP FILMS	18-Dec-1992	07991902	30-May-1995	5419934
SERVING UTENSILS	22-Feb-2007	29277354		
SERVING UTENSILS	22-Feb-2007	29277355		
SERVING UTENSILS	22-Feb-2007	29277357	2-Oct-2007	D551,900
MULTILAYERED METALLOCENE STRETCH WRAP FILMS	2-Jul-1997	08886953	11-May-1999	5902684
VERTICAL PACKAGING OF WEBBING ROLLS	29-Jun-1994	08267990	14-Mar-1995	5396990
DISPOSABLE SERVING TRAY WITH NEW DESIGN	29-Jul-2003	29178155	6-Mar-2007	D537678
Multi-Layer Coextruded Polyolefin Stretch Wrapped Plurality Of Goods	14-Sep-1993	08120503	11-Jul-1995	5431284
SERVING TRAY LID	5-Dec-2003	29195121	3-Jan-2006	D513383
ROLL WRAP FILM	12-Nov-1997	08968999	4-Jul-2000	6083611
STRETCH WRAP FILMS	23-Nov-2004	10006068	3-Nov-2004	RE38658
DISPOSABLE DINNERWARE WITH NEW DESIGN	19-Nov-2002	29171199	17-Feb-2004	D486693
DISPOSABLE PALETTE TRAY WITH NEW DESIGN	24-Mar-2003	29178154	15-Feb-2005	D501761
COATED SUBSTRATE HAVING HIGH MVTR	20-Oct-1998	09175820	17-Oct-2000	6133168
COMPOSITE SHEATHING MATERIAL HAVING HIGH WATER VAPOR PERMEABILITY	19-Jun-1998	09100688	9-Jan-2001	6171680
FLAME RETARDANT COMPOSITE SHEATHING	11-May-2000	09568735	11-Sep-2001	6286280
LAMINATE COMPOSITE MATERIAL	21-Sep-1999	09399890	5-Aug-2003	6602809
STRETCH WRAP FILMS	12-Mar-1996	08614392	19-May-1998	5752362
STRETCH WRAP FILMS	12-Mar-1996	08614299	12-May-1998	5749202
STRETCH WRAP FILMS	21-May-1997	08861154	25-Jul-2000	6093480
MULTILAYER STRETCH WRAP FILM INHERENTLY EXHIBITING A SIGNIFICANT CLING PROPERTY	3-Dec-1992	07985042	28-Dec-1993	5273809
SERVING TRAY LIDS	5-Dec-2003	29195121	3-Jan-2006	D513383

TITLE	FILING DATE	SERIAL NUMBER	ISSUE DATE	PATENT NUMBER
LAMINATE COMPOSITE MATERIAL	21-May-2003	10442469	16-Mar-2004	6706225
FOOD SERVING BOWL	5-Dec-2003	29195124	6-Sep-2005	D509105
STRETCH WRAP FILMS	12-Mar-1996	08614310	2-Nov-1999	5976682
STRETCH WRAP FILMS	17-Feb-2004	09999389	31-Oct-2001	RE38429
STRETCH WRAP FILMS	12-Mar-1996	08614380	29-Sep-1998	5814399
PITCHER	22-Mar-1993	29006244	7-Mar-1995	D356004
BOWL	30-Nov-1990	07620308	17-Aug-1993	D338375
CHAMPAGNE GLASS	8-Jun-1994	29024113	12-Dec-1995	D364996
DISPOSABLE PLATE	8-Jun-1994	29024112	12-Sep-1995	D362157
DISPOSABLE TUMBLER	8-Jun-1994	29024111	3-Oct-1995	D362786
PLATE	30-Nov-1990	07620303	10-Aug-1993	D338136
APPARATUS AND METHOD FOR DISPENSING PLASTIC STRETCH FILM	20-Jun-1988	07210176	10-Mar-1992	5094395
CLING/NO CLING-SLIP STRETCH WRAP FILM	1-Jun-1988	07205045	11-Apr-1989	4820589
METHOD FOR FORMING PARTICLE-IMPREGNATED ONE-SIDED CLING STRETCH WRAP FILM	21-Feb-1989	07313402	16-Oct-1990	4963388
MULTI-LAYER COEXTRUDED POLYOLEFIN STRETCH WRAP FILMS	17-Dec-1992	07992334	16-Nov-1993	5261536
CONTAINER/DISPENSER FOR ROLLED PLASTIC BAGS	2-Jan-1996	08582108	1-Jul-1997	5642810
STRETCH WRAP FILM INHERENTLY EXHIBITING A SIGNIFICANT CLING PROPERTY	16-Apr-1996	08639044	8-Apr-1997	5617707
NOVEL CLOSURE DEVICE FOR SHRINKWRAPS	6-Mar-1989	07318863	9-Oct-1990	4961978
NOVEL CLOSURE DEVICE FOR SHRINKWRAPS	26-Dec-1989	07456719	11-Jun-1991	5022941
PROCESS FOR DIE CUTTING PLASTIC SHEETS	16-Dec-1985	06809489	28-May-1991	5019314
VERTICAL PACKAGING OF WEBBING ROLLS	18-Mar-1998	09040495	11-Apr-2000	6047523
ONE-SIDED CLING/ONE-SIDED SLIP STRETCH WRAP FILMS	26-Sep-1988	07249525	26-Feb-1991	4996094

TITLE	FILING DATE	SERIAL NUMBER	ISSUE DATE	PATENT NUMBER
MULTI-LAYER COEXTREUDED POLYOLEFIN STRETCH WRAP FILMS	13-Mar-1992	07850536	28-Sep-1993	5248547
STRETCH WRAP FILMS	21-May-1997	08861151	1-Jun-1999	5907942
STRETCH WRAP FILMS	11-Jun-1997	08872806	1-Jun-1999	5907943
FOOD SERVING BOWL	5-Dec-2003	29195125	19-Oct-2004	D497287
PLASTIC DISPENSER APPARATUS	6-Nov-2007	11935700		
AIR INFILTRATION BARRIER LAMINATE AND PROCESS FOR PREPARING SAME	12-Jan-1995	08371835	10-Sep-1996	5554246
COMPOSITE SHEATHING MATERIAL HAVING HIGH MOISTURE VAPOR PERMEABILITY	17-Nov-1998	09193516	11-Apr-2000	6048605
SLIP CLING STRETCH FILM	15-Jun-2007	11763639		
SLIP CLING STRETCH FILM	16-Nov-2007	11941425		

Captive Entities

Patent Title	App. No./ Patent No.	App. Date/ Grant Date	Owner
Blow mold with replaceable inserts	5736168	4/7/98	Captive Plastics, Inc.
Child resistant package	4844284	7/4/89	Captive Plastics, Inc.
Closing and clamping system	5261810	11/16/93	Captive Plastics, Inc.
Container	29/218715	12/7/04	Captive Plastics, Inc.
Container	D418760	1/11/00	Captive Plastics, Inc.
Container	D487020	2/24/04	Captive Plastics, Inc.
Container ejection system	5308237	5/3/94	Captive Plastics, Inc.
Container with Horizontal Grooves	29/250997	12/8/06	Captive Plastics, Inc.
Container	D480974	10/21/03	Captive Plastics, Inc.
Drive module for machine	5321341	6/14/94	Captive Plastics, Inc.
Football-shaped Container	29/281572	6/26/07	Captive Plastics, Inc.
Mating bottles	11/756698	6/1/07	Captive Plastics, Inc.
Molded Bottle with Hot Fill Windows	D495602	9/7/04	Grafco Industries Limited Partnership
Container	D527647	9/5/06	Captive Plastics, Inc.
Retortable blow molded container	11/371239	3/9/06	Grafco Industries Limited Partnership
Syrup Bottle	D527276	8/29/06	Grafco Industries Limited Partnership
Tamper evident closure and method of manufacture of same	4919285	4/24/90	Captive Plastics, Inc.
Tamper-indicating closure with resilient locking projections	6355201	3/12/02	Captive Plastics, Inc.
Tamper-indicating closure with resilient locking projections	6729488	5/4/04	Captive Plastics, Inc.
Wide mouth container	D427910	7/11/00	Grafco Industries Limited Partnership

Schedule B – Trademarks

Berry Plastics Corporation

<u>Registration Number or (Application Number)</u>	<u>Mark</u>	<u>Registration or (Application Date)</u>
1,618,828	Secur-a-tear	10/23/90
1,461,931	Miscellaneous Design	10/20/87
2,207,385	Sqround	12/01/98
3,136,903	Fountain Solutions & Design	08/29/2006
3,330,806	Imedge	11/06/2007
2,827,685	SNAPLOC	03/30/2004
2,986,482	KNIK	08/16/05
3,102,208	PIVOT	06/06/06
2,018,559	Miscellaneous Design	11/26/96
2,064,130	Miscellaneous Design	05/20/97
2,428,649	Lite Touch	02/13/01
1,282,514	PS (and Design)	06/19/84
2,254,218	Accu-flo	06/15/99
2,224,712	Em-press	02/16/99
2,279,910	Campus West	09/21/99
1,235,737	PACKER WARE (Stylized)	04/26/83
(77/040777)	CR-III	(11/09/06)
(78/971692)	PILOT	(09/11/2006)
(77/096516)	CUPTOPIA	(02/01/2007)
(77/228272)	I COMMIT	(07/12/2007)
(77/377666)	BAYA	(01/22/08)

Pescor, Inc. [Pescor Plastics, Inc. was acquired by Pescor, Inc. in 2001.]

Schedule B

**TRADEMARK
REEL: 003765 FRAME: 0602**

2,501,368	Pescor Plastics	U.S.	10/30/01
2,503,518	Pescor Plastics Inc. (and Design)	U.S.	11/06/01

Landis Plastics, LLC. [Landis Plastics, Inc. (IL) merged with and into Landis Plastics, LLC (DE) on December 28, 2007.]

Registration Number	Mark	Registration Date
1,153,982	LPI	05/12/81
1,813,752	LPI (Stylized)	12/28/93

Kerr Group, LLC. [Pursuant to Delaware statutory procedures, Kerr Group, Inc. converted to Kerr Group, LLC on December 28, 2007.]

Registration or (Application Number)	Mark	Registration or (Application Date)
1133139	CR-I	04/15/80
2201996	Friendly and Safe	11/03/98
2290366	Scriptvision	11/02/99
2779773	Tab-II	11/04/03
1174234	TP	10/20/81
(78/826,142)	TE-III	(03/01/06)

**Co-owned with Alltrista Corporation.

Berry Plastics Corporation [NOTE: Covalence Specialty Materials Corp. merged with and into Berry Plastics Corporation on Closing Date on April 3, 2007.]

TRADEMARK	FILING DATE	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
322	9-Mar-2005	78583693	14-Feb-2006	3059130
"P" in Star Design	30-Jul-1999	75764225	30-May-2000	2353795
2 (Stylized)	23-Nov-1970	72376851	5-Oct-1971	921650
AGRI-POLY	5-Aug-1993	74420770	3-Oct-1995	1924624
AIRSTOP	10-May-1995	74672009	7-Oct-1997	2103871
ALL-TUFF	28-Jun-	75127204	20-Jan-1998	2131258

TRADEMARK	FILING DATE	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
	1996			
BARRICADE	26-Mar-1974	73017091	18-Feb-1975	1004819
BARRICADE	26-Feb-2007	77115937		
BARRICADE (And Design)	27-Feb-2007	77117032		
MISCELLANEOUS DESIGN	15-May-1989	73800242	2-Jan-1990	1575832
BIG CITY	5-Jan-1993	74345795	17-Aug-1993	1788140
BIG FIX	8-Mar-2005	78582780	25-Jul-2006	3122064
BRAHMA	3-Oct-1994	74581035	5-Mar-1996	1959861
BURLY	3-Dec-1993	74465059	11-Oct-1994	1857695
BUSINESS BAGS	8-Feb-1993	74356912	16-Aug-1994	1850323
COLOR SCENTS (WM)	17-Aug-1987	73679062	7-Nov-1989	1564382
CONTOUR	8-May-2003	78247042	7-Feb-2006	3058137
CONVENIENCE PACK	1-Nov-1984	73506663	16-Jul-1985	1350132
CP (Stylized)	27-Dec-1994	74615044	5-Dec-1995	1939885
CP (Stylized)	27-Dec-1994	74615365	9-Jul-1996	1985143
CRYSTAL CLEAN	29-Jan-1971	72382372	12-Dec-1972	948567
CURB SIDE	23-Feb-1996	75061445	21-Jan-1997	2032127
CUT & COVER	6-Aug-1990	74085508	9-Jul-1991	1650160
DIET KIT (Stylized)	23-Jun-1972	72428086	2-Nov-1976	1052150
DIRAX	10-Sep-1990	74095248	18-Aug-1992	1708179
DUOMAX	22-Jan-2002	78103972	31-Dec-2002	2669276
DUST-TAINER	2-Oct-2007	77294572		
EARTHFLEX	21-Nov-2007	77335370		
ECO-CHOICE (and Design)	12-Sep-1991	74800711	3-Aug-1993	1785533
ECO-CHOICE	13-Mar-1992	74255283	26-Jan-1993	1748429
ENERGY-BRACE	15-Jun-1987	73666454	17-May-1988	1488462
ENERGY-WRAP INFILTRATION BARRIER (and Design)	21-Aug-1998	75541034	1-Feb-2000	2313564
FAST-LOCK (and Design)	14-Oct-1998	75570803	2-Jul-2002	2588796
FILM-GARD (and Design)	8-Jan-1979	73199262	12-Feb-1980	1130869
FILM-GARD	16-Nov-1978	73193538	12-Feb-1980	1130866
FOILASTIC	17-Aug-1987	73678787	5-Apr-1988	1483433
FOLDED BANNER (DESIGN)	9-Jan-2001	76191120	20-Aug-2002	2610912

TRADEMARK	FILING DATE	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
FREEZ-FRESH	15-Oct-2003	78313690	10-Jan-2006	3042543
FRESHRIGHT	1-Sep-2003	78294538		
HANDY BAND	6-Nov-1999	75842384	30-Oct-2001	2502895
HANDYMAN SHOP BAGS	4-Feb-2004	78362088	25-Apr-2006	3086269
HIPOLEX (Stylized)	22-Feb-1993	74360968	12-Oct-1993	1797816
HIPOLEX (and Design)	16-Mar-1984	73470654	15-Jan-1985	1314695
HOMEBRELLA	6-Jan-2005	78543231		
HOSPILINER (and Design)	11-Oct-1988	73756634	4-Jul-1989	1546277
HOSPI-TUFF	9-Oct-2001	76321859	11-Jun-2002	2578656
ICE-O-LATE	21-Aug-1987	73679729	28-Feb-1989	1526921
IRONFORCE	12-Feb-2007	77105531	11-Sep-2007	3290220
IRON-HOLD	2-Jul-1987	73669938	19-Apr-1988	1485253
IRON-HOLD (DESIGN)	12-Mar-1986	73587559	20-Jan-1987	1425792
IRON-HOLD MAXIMUM (and DESIGN)	14-Oct-1998	75570805	21-Nov-2000	2406993
ISOLINER	1-Jul-1988	73737792	13-Jun-1989	1543505
IT'S MORE. FOR LESS.	30-Mar-1993	74373722	9-Aug-1994	1849274
KLEEN KAN	7-Feb-1978	73157959	24-Oct-1978	1104779
KP (DESIGN)	25-Sep-2001	76317671	11-Jun-2002	2578606
KRAFTY BOARD	10-Mar-2000	75955873	20-Jan-2004	2806854
LEGACY	24-Oct-2002	78177778	4-Nov-2003	2779618
LINEAR PLUS (and Design)	29-Jul-1985	73550430	16-Dec-1986	1421053
LOCK-TIGHT	14-Nov-1995	75019060	15-Oct-1996	2008500
LOCK-TIGHT	1-Apr-1988	73720147	31-Oct-1989	1564013
MARVEL GUARD	9-Dec-2004	78530067	29-Nov-2005	3020913
MARVELBOARD	2-Oct-2007	77294602		
MARVELEDGE	2-Oct-2007	77294606		
MARVELPEEL	2-Oct-2007	77394547		
MARVELPEEL	2-Aug-2006	78943519	25-Dec-2007	3359751
MARVELRELEASE	6-Mar-2007	77123861		
MARVELSCORE	2-Oct-2007	77294596		
MARVELSEAL	17-Mar-2003	78226135	19-Jul-2005	2973091
MARVELWRAP	1-Aug-2006	78942256		

TRADEMARK	FILING DATE	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
MAXTECH	21-Feb-1996	75060451	16-Sep-1997	2098248
MEAN GREEN	27-Feb-2003	78219520	17-Aug-2004	2874439
MEDI-TUFF	17-Dec-2004	78534183	13-Dec-2005	3028913
METALLO-TUFF	14-Jan-2000	75897078	12-Feb-2002	2538586
MICROPROOF (Stylized)	28-Sep-1967	72281391	3-Dec-1968	861216
MINIWARE	26-Jan-2007	77160421		
MORE THAN SCENTS (and De- sign)	14-Oct-1998	75570804	12-Dec-2000	2412938
MULTI-TUFF	12-Jan-2001	76193854	20-Nov-2001	2510033
NITELIFE	19-Aug-1999	75779083	26-Mar-2002	2553376
MISCELLANEOUS DESIGN	23-Aug-1990	74090473	5-Jul-1994	1843602
OPTI FLASH	13-Jan-2001	78043077	24-Sep-2002	2626657
OPULENCE	25-Jan-2002	78104745	9-Dec-2003	2792921
PAILPALS	23-Apr-1990	74051693	9-Apr-1991	1640531
PALLETECH	21-Feb-1996	75060450	16-Sep-1997	2098247
PARTY ACCENTS	24-Oct-2002	78177783	25-Jan-2005	2920595
PartyBasics	7-Dec-2001	78097144	2-Dec-2003	2789749
PATCO CORPORATION (and Design)	29-Jan-1988	73708858	1-Nov-1988	1510934
Perfect Scents	3-Dec-1993	74465057	27-Dec-1994	1869535
PERMARAD	10-Aug-1973	72465328	27-Aug-1974	991884
PLAS-TUFF	10-Oct-2001	76323103	4-Jul-2002	2576193
POLYKEN	9-Jul-1956	72011775	14-May-1957	645260
POLYKEN	13-Oct-1972	72438351	26-Mar-1974	980849
POLYKEN	27-Sep-1982	73389442	6-Dec-1983	1260006
POLYKEN	24-Oct-1946	71511527	6-Jan-1948	435666
POLYKEN YG111	31-Mar-1980	73256161	1-Dec-1981	1180165
PolyNash	19-Jun-2006	78911235	3-Nov-2006	905618
POWERCRETE	9-Nov-2001	76335963	15-Apr-2003	2707884
POWERCRETE	22-Aug-1990	74091827	3-Nov-1992	1730200
PRESTIGE	12-Jan-2007	77081895		
PROFESSIONAL'S CHOICE	5-Jul-1994	74545976	4-Jun-1996	1978856
PROFILES	18-Oct-2001	78088952	11-Jun-2002	2578913
PULL FRESH	20-Apr-	78059415	31-Dec-2002	2670369

TRADEMARK	FILING DATE	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
	2001			
QUICK PICKS	16-May-1994	74524758	14-May-1996	1974179
R WRAP (And Design)	27-Feb-2007	77116892		
RAYTRANS	3-Sep-1987	73682387	16-Aug-1988	1500516
RHINO-X	26-Jul-1990	74082267	25-May-1993	1773651
RIP STOP	3-May-1994	74519522	28-Nov-1995	1937932
RIP-STOP	30-Apr-2002	78125016	7-Oct-2003	2771591
RUFFIES	10-Oct-1996	75177550	20-May-1997	2063547
RUFFIES	27-Oct-1976	73104601	3-Aug-1982	1203613
RUFFIES (and Design)	13-Nov-1995	75018342	8-Oct-1996	2006264
RUFFIES PRO	8-Jul-1996	75130666	30-Sep-1997	2102329
RUFFIES SURE STRENGTH	9-Nov-1995	75017328	22-Jul-1997	2080749
R-WRAP	9-Feb-1994	74488283	30-Jan-1996	1953647
SHOP SAK	27-Jun-1990	74073121	26-May-1992	1689689
SHOP SAK	16-Mar-1998	75450536	23-Mar-1999	2234211
SIMPULL	26-Jan-2007	77091901		
SLAM WRAP	22-Jan-2002	78103973	24-Dec-2002	2666634
MISCELLANEOUS DESIGN	8-Apr-1992	74263975	19-Oct-1993	1799348
STARTEX	14-Apr-1992	74265897	7-Sep-1993	1791559
STARVAC	11-Jan-1988	73705110	27-Sep-1988	1505847
STARVAC II	11-Jan-1988	73705490	25-Oct-1988	1510087
STEEL-FLEX	21-Sep-1992	74316061	18-May-1993	1771431
STEEL-FLEX	21-Mar-1984	73471490	15-Jan-1985	1314697
STOR-FRESH	19-Aug-1991	74801046	23-Mar-1993	1760683
STORM BOARD	11-Feb-2000	75916474	2-Nov-2004	2900080
STOR-MORE	14-Jan-1991	74130137	9-Jun-1992	1693094
MISCELLANEOUS DESIGN	23-Oct-1995	75008561	4-Nov-1997	2111472
STRESS-TECH	22-Apr-1996	75094368	24-Jun-1997	2073591
STRETCH FIT (and Design)	11-Nov-2005	78752285	27-Feb-2007	3212665
STRETCH FIT THE STRENGTH IS IN THE STRETCH	11-Nov-2005	78752280	27-Feb-2007	3212664
STRETCH-FIT	8-Oct-2004	78497194		
STRONG BOY	16-Feb-1973	72449043	13-Nov-1973	972662
SUNBELT	13-May-	73728123	28-Feb-1989	1526856

TRADEMARK	FILING DATE	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
PLASTICS	1988			
SUPER-GARD	6-Aug-1990	74085510	26-May-1992	1689039
SURE SAK	15-Aug-1988	73746102	25-Apr-1989	1536375
SURE-GRIP	6-Aug-1990	74085509	22-Sep-1992	1718120
SYNERGY	27-Apr-1990	74053444	1-Dec-1992	1736555
THERMO-PLY (Stylized)	25-Apr-1960	72095772	29-Nov-1960	707696
TITAN	6-Dec-2006	77058508		
TOSS'EMS	23-Apr-1990	74051695	9-Apr-1991	1640532
TRISTAR (and Design)	25-Mar-1988	73719919	13-Dec-1988	1516371
TUFFIES	9-Apr-1970	72356428	8-Jun-1971	911943
TUFFLITE	17-Dec-2001	78098606	12-Nov-2002	2649593
TUF-TOTE	26-Jun-1972	72428430	3-Jul-1973	962348
ULTRA IRON-HOLD	16-Jul-2001	76288132	5-Feb-2002	2536611
ULTRASTAR	10-Mar-1995	74644721	16-Jan-1996	1949164
VALU SAK	13-Mar-1990	74038165	9-Apr-1991	1640449
VALU-FOLD	10-Jan-1994	74478050	11-Apr-1995	1888421
WATERWRAP	6-Sep-2001	78082914	29-Oct-2002	2644857
WEATHER TREK	23-Feb-2000	75945003	19-Oct-2004	2895997
WET-PAK	16-Oct-2002	78174814	30-Mar-2004	2827806
WING TIE	22-Jan-1999	75625169	15-May-2001	2451637
WPC	18-Jun-1987	73668107	2-Feb-1988	1474988
POWER WELDCOAT	16-Jun-1998	75504455	31-Dec-2002	2669429

Captive Plastics, Inc.

Mark	Status	App/Reg. No.	App./Reg. Date
CAPTIVE PLASTICS (Stylized)	Registered	1277024	5/8/84
CP (and Design)	Registered	2081302	7/22/97
MISCELLANEOUS DESIGN	Registered	1547419	7/11/89
THORO-BAN	Registered	1545407	6/27/89

GrafcO Industries Limited Partnership

E GRAFCO and Design	Registered	2780095	11/4/03
EGRAFCO	Registered	2813487	2/10/04
GRAFCO PET PACKAGING TECHNOLOGIES and Design	Registered	2247587	5/25/99

Schedule C – Copyrights

Kerr Glass Manufacturing Corp.	Kerr Kitchen Cookbook: Home Canning and Freezing Guide	06/18/90	TX2907624
Sun Coast Holdings, Inc.	Oval design: no. S-12PH	10/31/88	VA372156
Sun Coast Holdings, Inc.	Oval design: no. S-11PH	10/31/88	VA371841