

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413741

| | |
|------------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement - 2nd Lien |
| SEQUENCE: | 3 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|--|
| Berry Global Films, LLC | | 01/20/2017 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|--------------------------------|
| Name: | U.S. Bank National Association |
| Street Address: | 100 Wall Street |
| Internal Address: | Suite 1600 |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10005 |
| Entity Type: | Chartered Bank: UNITED STATES |

PROPERTY NUMBERS Total: 53

| Property Type | Number | Word Mark |
|-----------------------------|----------|---|
| Serial Number: | 87137035 | |
| Registration Number: | 5041493 | GLIDE SMOOTH CORE |
| Registration Number: | 4282338 | GOODSENSE |
| Registration Number: | 4319980 | GOODSENSE ZIPPER SEAL |
| Registration Number: | 4319979 | GOODSENSE ZIPPER SEAL SNACK BAGS 50 BAGS |
| Registration Number: | 4319978 | GOODSENSE ZIPPER SEAL SANDWICH BAGS 35 B |
| Registration Number: | 4319977 | GOODSENSE ZIPPER SEAL FREEZER & STORAGE B |
| Registration Number: | 3068259 | GOOD SENSE |
| Registration Number: | 3363551 | XTREME FLEX |
| Registration Number: | 3178338 | GOOD SENSE |
| Registration Number: | 2986347 | SLIDE 'N SEAL |
| Registration Number: | 3682810 | AEP |
| Registration Number: | 3608721 | ELITE |
| Registration Number: | 3456718 | EARTH SENSE |
| Registration Number: | 3202516 | XR |
| Registration Number: | 3098680 | XH |
| Registration Number: | 3039532 | EXCALIBUR |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------|
| Registration Number: | 2801936 | AEP |
| Registration Number: | 2752507 | AEP |
| Registration Number: | 2870060 | FIRST WRAP |
| Registration Number: | 2676786 | CLINGCLASSIC |
| Registration Number: | 2640641 | ZIP SAFE |
| Registration Number: | 2632910 | SEALWRAP |
| Registration Number: | 2506137 | AEP INDUSTRIES INC. |
| Registration Number: | 2640011 | PROFORMANCE FILMS |
| Registration Number: | 2296045 | FABGUARD |
| Registration Number: | 2313280 | STA-DRI |
| Registration Number: | 2278514 | MAPAC |
| Registration Number: | 2344053 | EARTH SMART |
| Registration Number: | 2221529 | SEALWRAP |
| Registration Number: | 2785104 | HANDLES |
| Registration Number: | 1920931 | RECLAIM 100 |
| Registration Number: | 1802070 | HANDI-BAG |
| Registration Number: | 1896144 | AEP |
| Registration Number: | 1762802 | GOOD SENSE |
| Registration Number: | 1994932 | KEEP FRESH |
| Registration Number: | 2044719 | KITCHEN SCENTSATIONS |
| Registration Number: | 1841325 | WEBSTER ULTRA PLUS |
| Registration Number: | 1671742 | SURE-TUFF |
| Registration Number: | 1689581 | PLATINUM PLUS |
| Registration Number: | 1460105 | GOOD SENSE |
| Registration Number: | 1458347 | SUNFILM |
| Registration Number: | 1346263 | SURE-TUFF |
| Registration Number: | 1582061 | KEEP FRESH |
| Registration Number: | 1564473 | CLINGMASTER |
| Registration Number: | 1521875 | GOOD SCENTS |
| Registration Number: | 1508095 | DRAW 'N TIE |
| Registration Number: | 1550145 | PERFORMANCE PLUS |
| Registration Number: | 1285290 | GOOD 'N TUFF |
| Registration Number: | 0974619 | FAB WRAP |
| Registration Number: | 0739023 | RESINITE |
| Registration Number: | 1911321 | TUFFSTUFF |
| Registration Number: | 1941283 | TUFFSTUFF |

CORRESPONDENCE DATA

**TRADEMARK
REEL: 005973 FRAME: 0369**

Fax Number:

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.

Email: trademarks.atl@bryancave.com

Correspondent Name: Gretchen Von Dwingelo/Bryan Cave LLP

Address Line 1: 1201 W. Peachtree Street, NW, 14th Floor

Address Line 4: Atlanta, GEORGIA 30309-3488

| | |
|--------------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 0547945 |
| NAME OF SUBMITTER: | Gretchen Von Dwingelo |
| SIGNATURE: | /Gretchen Von Dwingelo/ |
| DATE SIGNED: | 01/26/2017 |

Total Attachments: 16

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated and effective as of January 20, 2017 (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 U.S. BANK NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined in the Collateral Agreement).

WHEREAS, pursuant to the terms, conditions and provisions of (a) the Indenture dated as of May 12, 2014 (as amended, supplemented or otherwise modified from time to time, the "*May 2014 Indenture*") by and among the Issuer, certain guarantors and U.S. Bank National Association, as trustee (the "*May 2014 Trustee*") providing for the issuance of the Issuer's Second Priority Senior Secured Notes due 2022 in the aggregate principal amount of \$500,000,000; (b) the Indenture dated as of June 5, 2015 (as amended, supplemented or otherwise modified from time to time, the "*June 2015 Indenture*") by and among the Issuer, certain guarantors, and U.S. Bank National Association, as trustee (the "*June 2015 Trustee*") providing for the issuance of the Issuer's 5.125% Second Priority Senior Secured Notes due 2023 in the aggregate principal amount of \$700,000,000, and (c) the Indenture dated as of October 1, 2015, by and between Berry Plastics Escrow Corporation (the "*Escrow Issuer*") and U.S. Bank National Association, as trustee (the "*October 2015 Trustee*", together with the May 2014 Trustee and the June 2015 Trustee, the "*Trustees*"), as supplemented by the Supplemental Indenture dated as of the date hereof among the Issuer, certain guarantors and the October 2015 Trustee (as amended, supplemented or otherwise modified from time to time, the "*October 2015 Indenture*" and, together with the May 2014 Indenture and the June 2015 Indenture, the "*Indentures*"), providing for the issuance of the Escrow Issuer's 6.00% Second Priority Senior Secured Notes due 2022 in the aggregate principal amount of \$400,000,000, said notes having been assumed by the Issuer, which has been substituted under the October 1, 2015 Indenture as successor issuer of such notes.)

WHEREAS, the Issuer (as successor to Berry Plastics Holding Corporation), each subsidiary of the Issuer identified therein as a party and the Collateral Agent (as successor to Wells Fargo Bank, N.A.) have executed and delivered that certain Collateral Agreement, dated as of September 20, 2006, in favor of the Collateral Agent (as amended, restated, supplemented, waived 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 therein;

WHEREAS, pursuant to the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Second Lien Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities; and

WHEREAS, the Issuer (as successor to BPC Holding Corporation), the Subsidiary Parties, the Collateral Agent and the First Lien Agents (as defined in the Intercreditor

Agreement) have entered into that certain Second Amended and Restated Intercreditor Agreement dated as February 5, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), pursuant to which the lien upon and security interest in the Collateral granted by the Collateral Agreement and this IP Security Agreement are and shall be subordinated in all respects to the lien upon and security interest in the Collateral granted pursuant to, and subject to the terms and conditions of, the Senior Lender Documents;

WHEREAS, the Grantors are affiliates of the Company, derive substantial benefit from the extension of credit to the Company pursuant to the Indentures and are willing to execute and deliver this IP Security Agreement pursuant to the terms of the Collateral Agreement; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this IP Security 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 “**Additional 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 Additional Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional 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 and the security interest granted by the Grantors herein are in addition to any security interests granted pursuant to the Collateral Agreement prior to the date hereof. 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 Additional 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 Indenture, the Revolving Credit Agreement (as defined in the May 2014 Indenture), the Term Loan Credit Agreement (as defined in the May 2014 Indenture) or the Intercreditor Agreement (as defined in the May 2014 Indenture), the provisions of the Collateral Agreement, the Indentures, the Revolving Credit Agreement, the Term Loan Credit Agreement, or the 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, (i) the liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement are expressly subject and subordinate to the liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as term collateral agent (and its permitted successors) and Bank of America, N.A., as ABL collateral agent (and its permitted successors), for the benefit of the lenders referred to below, pursuant to the Guarantee and Collateral

Agreement dated as of April 3, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time), from the Issuer and the other “Pledgors” referred to therein, in favor of Credit Suisse AG, Cayman Islands Branch, as term collateral agent and Bank of America, N.A., as ABL collateral agent, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement.

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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 GLOBAL FILMS, LLC (f/k/a Berry Plastics Acquisition Corporation XV, LLC successor by merger to AEP Industries Inc.)

By: 
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

U.S. BANK NATIONAL ASSOCIATION, as the
Collateral Agent

By: Bruce J. Kelly
Name: Bruce J. Kelly
Title: Vice President

SCHEDULE A

Patents


| Title | Patent No. | Issue Date | Application No. | Application Date |
|----------------------|-------------------|-------------------|------------------------|-------------------------|
| Cylindrical sleeve | 9,481,536 | 11/1/2016 | 14/175,575 | 2/7/2014 |
| Drawstring bag | 9,302,823 | 4/5/2016 | 14/321,566 | 7/1/2014 |
| Film cutter assembly | 7,921,756 | 4/12/2011 | 09/741,521 | 12/20/2000 |
| Film cutter assembly | 7,918,151 | 4/5/2011 | 09/970,015 | 10/3/2001 |
| Film cutter assembly | | | 13/048,964 | 3/16/2011 |
| Cylindrical Sleeve | | | 14/572,273 | 12/16/20147 |
| Film cutter assembly | | | 60/172,717 | 12/20/1999 |

SCHEDULE B

Trademarks



| Mark | Registration No. | Registration Date | Application No. | Application Date |
|-------------------|-------------------------|--------------------------|------------------------|-------------------------|
| | | | | |
| GLIDE SMOOTH CORE | 5041493 | 13-Sep-16 | 87137035 86103562 | 12-Aug-16 28-Oct-13 |
| GOODSENSE | 4282338 | 29-Jan-13 | 85643777 | 5-Jun-12 |
| | 4319980 | 16-Apr-13 | 85604936 | 23-Apr-12 |
| | 4319979 | 16-Apr-13 | 85604935 | 23-Apr-12 |
| | 4319978 | | 85604933 | 23-Apr-12 |

| Mark | Registration No. | Registration Date | Application No. | Application Date |
|---------------|------------------|-------------------|-----------------|------------------|
| | | | | |
| | | | | |
| GOOD SENSE | 4319977 | 16-Apr-13 | 85604930 | 23-Apr-12 |
| | 3066259 | 14-Mar-06 | 78596889 | 29-Mar-05 |
| XTREME FLEX | 3363551 | 1-Jan-08 | 78828364 | 3-Mar-06 |
| GOOD SENSE | 3178338 | 28-Nov-06 | 78596758 | 29-Mar-05 |
| SLIDE 'N SEAL | 2986347 | 16-Aug-05 | 78323663 | 5-Nov-03 |
| AEP | 3682810 | 15-Sep-09 | 77679318 | 26-Feb-09 |

| Mark | Registration No. | Registration Date | Application No. | Application Date |
|---|------------------|-------------------|-----------------|------------------|
| ELITE | 3608721 | 21-Apr-09 | 77569766 | 15-Sep-08 |
| EARTH SENSE | 3456718 | 1-Jul-08 | 77188423 | 23-May-07 |
| XR | 3202516 | 23-Jan-07 | 76618520 | 29-Oct-04 |
| XH | 3098680 | 30-May-06 | 76618517 | 29-Oct-04 |
| EXCALIBUR | 3039532 | 10-Jan-06 | 76619541 | 5-Nov-04 |
|  | 2801936 | 6-Jan-04 | 76455754 | 30-Sep-02 |

| Mark | Registration No. | Registration Date | Application No. | Application Date |
|---------------------|------------------|-------------------|-----------------|------------------|
| AEP | 2759507 | 19-Aug-03 | 76451229 | 12-Aug-02 |
| FIRST WRAP | 2870060 | 3-Aug-04 | 76345019 | 5-Dec-01 |
| CLINGCLASSIC | 2676786 | 21-Jan-03 | 76288230 | 23-Jul-01 |
| ZIP SAFE | 2640641 | 22-Oct-02 | 76175035 | 4-Dec-00 |
| SEAL WRAP | 2632910 | 8-Oct-02 | 76175034 | 4-Dec-00 |
| AEP INDUSTRIES INC. | 2506137 | 13-Nov-01 | 76097599 | 27-Jul-00 |

| Mark | Registration No. | Registration Date | Application No. | Application Date | |
|--------------------------|------------------|-------------------|-----------------|------------------|-----------|
| PROformance FILMS | 2640011 | 22-Oct-02 | 75587300 | 12-Nov-98 | |
| | FABGUARD | 2296045 | 30-Nov-99 | 75586793 | 12-Nov-98 |
| | STA-DRI | 2313280 | 1-Feb-00 | 75484941 | 14-May-98 |
| | MAPAC | 2278514 | 14-Sep-99 | 75454694 | 23-Mar-98 |

| Mark | Registration No. | Registration Date | Application No. | Application Date |
|---|------------------|-------------------|-----------------|------------------|
| EARTH SMART | 2344053 | 18-Apr-90 | 75452316 | 18-Mar-98 |
| SEALWRAP | 2221529 | 2-Feb-99 | 75393797 | 20-Nov-97 |
| HANDLES | 2785104 | 18-Nov-03 | 75071561 | 12-Mar-96 |
|  | 1920931 | 19-Sep-95 | 74460190 | 24-Oct-93 |
|  | 1802070 | 2-Nov-93 | 74325558 | 23-Oct-92 |
| AEP | 1896144 | 30-May-95 | 74403968 | 17-Jun-93 |
| GOOD SENSE | 1762802 | 6-Apr-93 | 74280006 | 1-Jun-92 |
| KEEP FRESH | 1994932 | 20-Aug-96 | 74666687 | 27-Apr-95 |

| Mark | Registration No. | Registration Date | Application No. | Application Date |
|----------------------|------------------|-------------------|-----------------|------------------|
| KITCHEN SCENTSATIONS | 2044719 | 11-Mar-97 | 74666686 | 27-Apr-95 |
| WEBSTER ULTRA PLUS | 1841325 | 21-Jun-94 | 74317458 | 24-Sep-92 |
| SURE-TUFF | 1671742 | 14-Jan-92 | 74131082 | 17-Jan-91 |
| PLATINUM PLUS | 1689581 | 26-May-92 | 74091475 | 27-Aug-90 |
| GOOD SENSE | 1460105 | 6-Oct-87 | 73650112 | 19-Mar-87 |
| SUNFILM | 1458347 | 22-Sep-87 | 73699352 | 12-Jan-87 |
| SURE-TUFF | 1346263 | 2-Jul-85 | 73477446 | 26-Apr-84 |
| KEEP FRESH | 1582061 | 6-Feb-90 | 73784237 | 2-Mar-89 |
| CLINGMASTER | 1564473 | 7-Nov-89 | 73781415 | 17-Feb-89 |
| GOOD SCENTS | 1521875 | 24-Jan-89 | 73707859 | 27-Jan-88 |
| DRAW 'N TIE | 1508095 | 11-Oct-88 | 73703788 | 4-Jan-88 |

| Mark | Registration No. | Registration Date | Application No. | Application Date |
|-----------------|------------------|-------------------|-----------------|------------------|
| PERFORMACE PLUS | 1550145 | 1-Aug-89 | 73680017 | 24-Aug-87 |
| GOOD 'N TUFF | 1285290 | 10-Jul-84 | 73403395 | 22-Nov-82 |
| FAB WRAP | 0974619 | 11-Dec-73 | 72442125 | 24-Nov-72 |
| RESINITE | 0739023 | 9-Oct-62 | 72134515 | 22-Dec-61 |
| TUFFSTUFF | 1911321 | 15-Aug-95 | 74510660 | 8-Apr-94 |
| TUFFSTUFF | 1941283 | 12-Dec-95 | 74631074 | 6-Jan-95 |

SCHEDULE C

Copyrights

| Title | Copyright No. | Issue Date | Date of Creation | Date of Publication |
|--|---------------|------------|------------------|---------------------|
| Cookie Snack Bag Packaging Photograph. | VA0001811441 | 4/24/2012 | 1997 | 9/27/1999 |

TRADEMARK

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