

08-12-1998

COVER SHEET
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100791075

To the Honorable Commission

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sweetheart Cup Company Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: October 24, 1997

2. Name and address of receiving party(ies)

Name: BankAmerica Business Credit, Inc.,
as Agent

Internal Address:

Street Address: 40 East 52nd Street

City: New York State: NY ZIP: 10022

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/689142

B. Patent No.(s)

4,174,789

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gary Bernstein, Esq.

Internal Address: Kaye, Scholer, Fierman,

Hays & Handler, LLP

Street Address:

425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and patents involved

32

7. Total fee (37 CFR 3.41).....\$ 1,280.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Naomi J. Shrenzel

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and documents

REEL: 9360 PER NAME: 0606

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

**SCHEDULE A
TO COLLATERAL ASSIGNMENT
FOR SECURITY IN
U.S. PATENTS**

PATENTS

Patent Number	Title	Inventor
4,174,789	SOUP DISPENSER	JOHN WEST
4,176,766	SOUP DISPENSER	JOHN WEST
4,361,176	SOUP DISPENSER	JOHN WEST
4,189,071	SOUP DISPENSER	JOHN WEST
4,387,551	HEAT-SEALABLE OVENABLE CONTAINERS	DAVID COWAN
4,294,371	SUNDAE DISH	PAUL DAVIS
5,411,683	METHOD FOR MAKING THERMOPLASTIC FOAM WITH COMBINED 1,1-DIFLOURIETHANE AND CO2 BLOWING AGENT	BASH SHAH
D276,014	FOOD TRAY COVER	ANTHONY MACK, DAVID SHORE
D276,015	COMBINED EUTECTIC PACK AND FOOD TRAY COVER	ANTHONY MACK, DAVID SHORE
5,490,827	TAMPER EVIDENT CUP PRODUCTION	PETER VANDEGEIGN
5,456,754	APPARATUS FOR COATING PAPERBOARD CONTAINERS	DEREK MATHESON
DES, 381,558	JAMM CUP DRINKING CUP	BOB SCHAEFER

Patent	Title	Inventor
5,653,382	TAMPER EVIDENT CONTAINER AND RELATED PROCESS (FLEXGUARD)	PETER VANDEGEIJN
5,658,228	TAMPER EVIDENT CONTAINER AND RELATED PROCESS (FLEXGUARD)	PETER VANDERGEIJN
5,614,661	APPARATUS AND METHOD FOR TESTING CONTAINERS	ROMANO BALORDI
DES.382,200	BEVERAGE SERVICE TRAY - POP UP TRAY	JIM BRONDYKE, KEN SMITH
DES.382,201	BEVERAGE SERVICE TRAY - POP UP TRAY I	JIM BRONDYKE, KEN SMITH
5,667,135	THERMAL INSULATING SLEEVE FOR DRINK CUP	BOB SCHAEFER
4,398,633	PACKAGE FOR ICE CREAM CONES	DAVID WEINSTEIN
4,444,795	FROZEN CONFECTION AND PACKAGING MODULE	DAVID WEINSTEIN
4,505,220	APPARATUS FOR COATING AND FLAVORING ICE CREAM CONES	HERBERT BANK, IRVING RUBENSTEIN
4,472,440	PACKAGE CONTAINING A MOISTURE RESISTANT EDIBLE BAKED CONTAINER	HERBERT BANK
5,335,812	DRINKING VESSEL LID HAVING A DEFINED STRAW PUNCTURABLE AREA	PETER BOLLER
D360,133	CONTAINER LID	PETER K. BOLLER
D361,513	BEVERAGE CAN-CARRYING DEVICE	ADAMI, AMBERG

PATENT APPLICATIONS

Application Number	Patent Name	Inventor	Application Date
08/689142	DRINK THROUGH LID FOR CONTAINER	SCHAEFER, PENDERGRASS	
08/458783	METHOD AND APPARATUS TO LUBRICATE AND PRE-CURL BOTTOM OF PAPER CUP	NORWOOD, BROWN, EARNEST	
08/889,878	SYSTEMS AND METHOD FOR REORIENTING AND TRANSFERRING ELONGATE ARTICLES ESPECIALLY FROZEN DESSERT CONES	LEE, WEST, BEALER	7/8/97
08/931,939	CONE DISPENSING MECHANISM	BLANKENSHIP, BEALER, SMITH	9/17/97
08/932,912	APPARATUS FOR DISPENSING AND POSITIONING HEAT SEAL LIDS	BEALER	9/17/97
08/929,368	CONE SPRAY SYSTEM FOR SUNDAE CONE FILLING	HUFFMAN, BEALER, SEARLE	9/17/97
07/819,613	METHOD AND COMPOSITION FOR FORMING THERMOPLASTIC FOAM	JACK FROST, BASIT SHAH	

COLLATERAL ASSIGNMENT FOR
SECURITY IN U.S. PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SWEETHEART CUP COMPANY INC., a Delaware corporation ("Assignor"), with principal offices at 10100 Reisterstown Road, Owings Mills, Maryland 21117, hereby grants to BANKAMERICA BUSINESS CREDIT, INC., with principal offices at 40 East 52nd Street, New York, New York 10022, as Agent (in such capacity, the "Assignee") for the benefit of the Secured Creditors (as defined in the Borrower Security Agreement referred to below), a security interest in all of Assignor's right, title and interest in and to the U.S. patents and patent applications set forth on Schedule A hereto (the "Patents"), together with the goodwill of the business symbolized by the Patents, and all claims for damages for past infringement of such Patents.


This Collateral Assignment for Security is made to secure the satisfactory performance of all of the Obligations, as such term is defined in the Amended and Restated Borrower Security Agreement, dated as of October 24, 1997 (as further amended, modified and supplemented from time to time, the "Borrower Security Agreement"), between the Assignor and the Assignee, and is subject to the terms of such Borrower Security Agreement. This Collateral Assignment shall terminate on the Payment and Termination Date (as defined in the Borrower Security Agreement) at which time, at the request and expense of the Assignor, the Assignee shall execute and deliver to Assignor a proper instrument or instruments acknowledging the satisfaction and termination of the Borrower Security Agreement as to the Assignor and releasing

(without representation or warranty) the security interest in the Patents acquired under this Collateral Assignment.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,
has caused this instrument to be executed on the date first written below.

SWEETHEART CUP COMPANY INC.

By 
Title: Treasurer

Dated as of October 24 1997