

06-14-2000

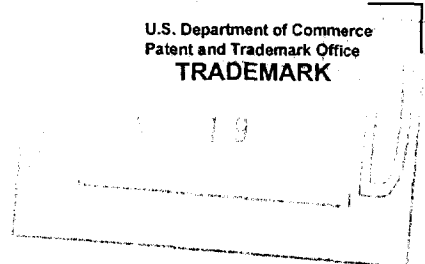


101380886

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Re

519.00



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name
Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

06/13/2000 DNGUYEN 00000233 041679 951619

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 325.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002087 FRAME: 0152

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="951619"/>	<input type="text" value="926058"/>	<input type="text" value="1340796"/>
<input type="text" value="881374"/>	<input type="text" value="953376"/>	<input type="text" value="1811558"/>
<input type="text" value="1705064"/>	<input type="text" value="951103"/>	<input type="text" value="1541594"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

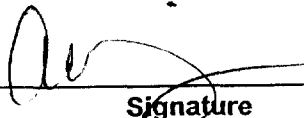
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Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

Allison Z. Gifford, Esquire

Name of Person Signing



Signature

5/17/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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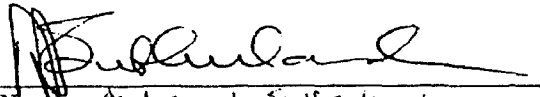
ATTACHMENT TO RECORDATION FORM COVER SHEET (TRADEMARKS ONLY)

The attached document previously recorded reflects an error on the Recordation Form Cover Sheet. On the document recorded on February 29, 1996 at Reel 1436, Frame 0493, the Conveyance type is listed as an "Assignment". The correct Conveyance type should read "Release of Security Interest" as filed on the Recordation Form Coversheet and on the Schedule A (copies attached herewith) on February 22, 1996.

Certification of Release of Security Interest


I, Andrew J. Sutherland Vice President of Bank of America Illinois, formerly known as Continental Bank N.A. ("BAI"), hereby certify that BAI has released its security interest in the trademarks of Wincup Holdings, Inc. ("Wincup"). BAI obtained its security interest in the trademarks listed in the attached Schedule A pursuant to that certain Trademark Security Agreement (the "Security Agreement") dated February 28, 1992, and recorded with the Patent and Trademark Office as of March 10, 1995 at Reel 0849 and Frame 383. A true and correct copy of the Security Agreement which includes the aforementioned Schedule A is attached hereto.

Dated: 11/8/95


Name: Andrew J. Sutherland
Title: Vice President
Bank of America Illinois, formerly known as Continental Bank N.A.

Sworn to and subscribed before me this 8th day of November, 1995.

Rebecca Reitz
NOTARY PUBLIC

My Commission Expires 

PH1\176177.1

TRADEMARK
REEL: 1436 FRAME: 0496

TRADEMARK
REEL: 002087 FRAME: 0156

Schedule A
to
Trademark Security Agreement

Trademarks

None, except:

<u>Trademark</u>	<u>Description</u>	<u>Registration Number</u>
MISCELLANEOUS DESIGN (CONFIGURATION OF SIX CUPS IN CIRCULAR DESIGN)	Plastic Food Service Containers and Covers Therefor Namely, Cups, Tumblers, Saucers, Bowls, Buckets, Dishes and Lids	951619
STYROCONTAINERS	Plastic Food Service Containers	926058
STYROCUP	Plastic Drinking Cups	1340796
STYROLID	Covers for Plastic Containers and Cups	881374
STYROPRODUCTS (STYLIZED)	Plastic Food Service and Storage Containers- Namely, Cups and Tumblers, and Covers Therefor	953376
STYROTAB (STYLIZED)	Plastic Lids for Beverage Containers	1420102
STYROTAB (STYLIZED)	Plastic Lids for Beverage Containers	1420101
STYROWARE (STYLIZED)	Plastic Food Service Products-Namely, Plastic Cups and Tumblers and Covers Therefor	951103
STYROWEAVE	Plastic Foamed Cups and Food Service Containers	1541594
MISCELLANEOUS DESIGN (STYROWEAVE TEXTURED SIDEWALL)	Plastic Foamed Cups and Food Service Containers	1400358
THE BIG COOL	Insulated Foamed Plastic Beverage Cups	1540541
WINCUP	Plastic Drinking Cups	1442156
W and DESIGN	Plastic Drinking Cups	1442155

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REEL 0049 FRAME 380

TRADEMARK
REEL: 1436 FRAME: 0494

TRADEMARK
REEL: 002087 FRAME: 0157

Trademark and Service Mark Applications

None, except:

<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
COFFEE-TO-GO*	Filed 10/1/90 Published 7/23/91	74/101806
ON-THE-GO**	Filed 10/31/90 Published 7/23/91	74/111160
MISCELLANEOUS DESIGN (POLAR BEAR)	Filed 9/25/91	74/206684
PROFIT PALS	Filed 10/18/91	74/213231
PROFIT HAULERS	Filed 10/18/91	74/213228
LONG HAULERS	Filed 10/21/91	74/213569
SIMPLICITY	Filed 11/25/91	74/225247
STYROCOLORS (Stylized)	Filed 11/25/91	74/225248
<u>California</u>		
WINCUP		83025
W (DESIGN)		83024

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REEL 0019 FRAME 301

Foreign Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>
CONFIGURATION OF SIX CUPS IN CONCENTRIC CIRCLES	Australia	A260264
CONFIGURATION OF SIX CUPS IN CONCENTRIC CIRCLES	Kuwait	6858
CONFIGURATION OF SIX CUPS IN CONCENTRIC CIRCLES	Papua N. Guinea	A3343R
STYROCONTAINER	Australia	A272978



ANGELES
NEW YORK
WASHINGTON, D.C.

WRITER'S DIRECT NUMBER
(312) 853-4094

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 853-7000
TELEX 25-4364
FACSIMILE 312: 853-7036

40. - 481
500. - 482

D

LONDON
SINGAPORE
TOKYO
JOINT OFFICE WITH
ASHURST MORRIS CRISP
TOKYO
ASSOCIATED WITH
HASHIDATE LAW OFFICE

March 9, 1992

BY FEDERAL EXPRESS
Airbill No. 1987548754

The Commissioner of Patents
and Trademarks
Washington, D.C. 20231

Dear Sirs:

Enclosed please find a TRADEMARK SECURITY AGREEMENT by
and between Wincup Holdings, Inc. ("Borrower") and Continental
Bank N.A. ("Lender"). Please record this document against the
eight (8) U.S. Trademark Applications and thirteen (13) U.S.
Trademark Registrations listed on Schedule A.

Our check in the amount of \$540 to cover the
recordation fee is enclosed. Please indicate the date of receipt
of the document on the enclosed self-addressed stamped postcard
and return it.

Thank you for your assistance. Should you have any
questions, please contact us.

Sincerely,

M. Domin
Margaret H. Domin
Legal Assistant

89118769

FILED 03 19 1992
TRADE-MARK
FBI/DOJ

Enclosures

cc: Chris Halmel (w/enc.)

100 TW 03/17/92 951619
100 TW 03/17/92 951619

0 481 40.00 CK
0 482 500.00 CK

TRADEMARK
REF: 1436 FRAME: 0497

TRADEMARK
REEL: 002087 FRAME: 0159

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of February 28, 1992, by and between Wincup Holdings, Inc., a Delaware corporation ("Borrower"), and Continental Bank N.A. ("Lender").

W I T N E S S E T H:

WHEREAS, Borrower and Lender are parties to that certain Loan and Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which Lender may, from time to time, extend credit to Borrower; and

WHEREAS, Lender has required Borrower to execute and deliver this Agreement (i) to secure the prompt and complete payment, observance and performance of all of the "Liabilities" (as defined in the Loan Agreement) and (ii) as a condition precedent to any extension of credit under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

FILE 0849 FRAME 370
TRADE-MARK

TRADEMARK
REEL: 1436 FRAME: 0498

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, Borrower hereby grants to Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (e) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. Restrictions on Future Agreements. Borrower will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement,

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which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. Borrower represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Borrower, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Borrower is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Borrower to any Person other than Lender. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Borrower shall give to Lender written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Borrower hereby authorizes Lender to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Borrower hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder in connection with Lender's exercise of its rights and remedies under paragraph 15 or pursuant to Section 6.2 of the Loan Agreement shall be coextensive with Borrower's rights thereunder

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and with respect thereto and without any liability for royalties or other related charges from Lender to Borrower.

8. Right to Inspect; Further Assignments and Security Interests. Lender, and Lender's agents and employees, may at all reasonable times (and at any time when an Event of Default exists or Lender reasonably believes that an Event of Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, Lender shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. From and after the occurrence and during the continuance of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such reasonable additional product quality controls as Lender or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Lender (which consent shall not be unreasonably withheld), (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without Lender's prior and express written consent (which consent shall not be unreasonably withheld).

9. Nature and Continuation of Lender's Security Interest; Termination of Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Liabilities have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, Lender shall promptly execute and deliver to Borrower, upon Borrower's request and at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Lender's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Lender pursuant to this Agreement or the Loan Agreement.

10. Duties of Borrower and Lender. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement and (ii) make application for trademarks or service marks. Borrower further agrees (i) not to abandon any Trademark or License without the prior written consent of Lender (which consent shall not be unreasonably

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withheld) and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Lender shall not be liable with respect to any obligations of Borrower arising under the Trademarks and Licenses and shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and shall be added to the Liabilities secured hereby.

11. Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Lender for all costs and expenses incurred by Lender in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Lender).

12. Waivers. Lender's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided

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in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies: Power of Attorney. Borrower hereby irrevocably designates, constitutes and appoints Lender (and all Persons designated by Lender) as Borrower's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in Borrower's or Lender's name, to take any action and execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence and during the continuance of an Event of Default and the giving by Lender of notice to Borrower of Lender's intention to enforce its rights and claims against Borrower, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Lender deems in its best interest. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full in cash and the Loan Agreement shall have been terminated pursuant to its terms. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by Lender to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Lender or any transferee of Lender and to execute and deliver to Lender or any such transferee all such agreements, documents and instruments as may be necessary, in Lender's sole discretion, to effect such assignment, conveyance and transfer. All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any of the Other Agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an

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REEL 0849 FRAME 375

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Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the Other Agreements. Borrower agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that Lender may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without Lender's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) of the State of Illinois.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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.

TRADE-MARK
REEL 0849 FRAME 376

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WINCUP HOLDINGS, INC.

By: 
President

Accepted and agreed to as of the day and year first above written.

CONTINENTAL BANK N.A.

By: 
Vice President

REEL 0849 FRAME 377
TRADE-MARK

TRADEMARK
REEL: 1436 FRAME: 0505

TRADEMARK
REEL: 002087 FRAME: 0167

STYROCONTAINER	Papua N. Guinea	A3345R
STYRO CUP	Kuwait	6857
STYRO CUP	Papua N. Guinea	A3342R
STYROPRODUCTS	Australia	A289890

TRADE NAMES (unregistered)

THOMPSON
THOMPSON CUP
THOMPSON INDUSTRIES
WMF CONTAINER CORPORATION

REEL 0019 FRAME 382
TRADE-MARK

WIN92A26.LRC (2/28/92 8:21am)

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TRADEMARK
REEL: 1436 FRAME: 0508

TRADEMARK
REEL: 002087 FRAME: 0170

Trademark and Service Mark Applications

None, except:

<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
COFFEE-TO-GO*	Filed 10/1/90 Published 7/23/91	74/101806
ON-THE-GO**	Filed 10/31/90 Published 7/23/91	74/111160
MISCELLANEOUS DESIGN (POLAR BEAR)	Filed 9/25/91	74/206684
PROFIT PALS	Filed 10/18/91	74/213231
PROFIT HAULERS	Filed 10/18/91	74/213228
LONG HAULERS	Filed 10/21/91	74/213569
SIMPLICITY	Filed 11/25/91	74/225247
STYROCOLORS (Stylized)	Filed 11/25/91	74/225248
<u>California</u>		
WINCUP		83025
W (DESIGN)		83024

TRADE-MARK

REEL 0019 FRAME 01

Foreign Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>
CONFIGURATION OF SIX CUPS IN CONCENTRIC CIRCLES	Australia	A260264
CONFIGURATION OF SIX CUPS IN CONCENTRIC CIRCLES	Kuwait	6858
CONFIGURATION OF SIX CUPS IN CONCENTRIC CIRCLES	Papua N. Guinea	A3343R
STYROCONTAINER	Australia	A272978

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TRADEMARK
REEL: 1436 FRAME: 0509

TRADEMARK
REEL: 002087 FRAME: 0171

Schedule A
to
Trademark Security Agreement

Trademarks

None, except:

<u>Trademark</u>	<u>Description</u>	<u>Registration Number</u>
MISCELLANEOUS DESIGN (CONFIGURATION OF SIX CUPS IN CIRCULAR DESIGN)	Plastic Food Service Containers and Covers Therefor Namely, Cups, Tumblers, Saucers, Bowls, Buckets, Dishes and Lids	951619
STYROCONTAINERS	Plastic Food Service Containers	926058
STYROCUP	Plastic Drinking Cups	1340796
STYROLID	Covers for Plastic Containers and Cups	881374
STYROPRODUCTS (STYLIZED)	Plastic Food Service and Storage Containers- Namely, Cups and Tumblers, and Covers Therefor	953376
STYROTAB (STYLIZED)	Plastic Lids for Beverage Containers	1420102
STYROTAB (STYLIZED)	Plastic Lids for Beverage Containers	1420101
STYROWARE (STYLIZED)	Plastic Food Service Products-Namely, Plastic Cups and Tumblers and Covers Therefor	951103
STYROWEAVE	Plastic Foamed Cups and Food Service Containers	1541594
MISCELLANEOUS DESIGN (STYROWEAVE TEXTURED SIDEWALL)	Plastic Foamed Cups and Food Service Containers	1400358
THE BIG COOL	Insulated Foamed Plastic Beverage Cups	1540541
WINCUP	Plastic Drinking Cups	1442156
W and DESIGN	Plastic Drinking Cups	1442155

TRADE-MARK

REEL 0049 FRAME 380

TRADEMARK
REEL: 1436 FRAME: 0510
TRADEMARK

REEL: 002087 FRAME: 0172

Schedule B
to
Trademark Security Agreement
Dated as of February 28, 1992

License Agreements

None.

REC 0949 1545383
TRADE-MARK

RECORDED
PATENT AND TRADEMARK
OFFICE
MAR 10 1992

RECORDED: 02/29/1996

TRADEMARK
REEL: 1436 FRAME: 0511

RECORDED: 05/17/2000

TRADEMARK
REEL: 002087 FRAME: 0173