FORM PTO-1594 RECORDAT	ION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
(1.2.1.0.00)	Patent and Trademark Office
Tab settings □ □ □ ▼	
To the Honorable Commissioner (attached original documents or copy thereof.
Name of conveying party(ies): / 10	1418347 ad address of receiving party(ies)
H JUL n 6 2000	Bonts of Asset
Sweetheart Cup Company Inc.	Name: Bank of America, N.A.
☐ Individual(s) ☐ Association	Internal Address:
, ,	I SURMI ADDIASS 411 PAST 3/DO STRACT
☐ General Partnership ☐ Limited Partnership ☐ Corporation-State Delaware	City: New York State: N y ZIP: 10022
Other	
Additional name(s) of conveying party(ies) attached?	No Individual(s) citizenship
3. Nature of conveyance:	☐ General Partnership
[3] Assignment [3] Marrow	☐ Limited Partnership☐ Corporation-State
☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of	
Other	If assignee is not domiciled in the United States, a domestic representative designation
Execution Date: June 15, 2000	(Designations must be a separate document from assignment)
	Additional name(s) & address(es) attached? Yes Po No
Application number(s) or patent number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	1,877,619
Additional	numbers attached? \$27es \(\) No
Name and address of party to whom corresponden concerning document should be mailed: -	6. Total number of applications and registrations involved:
•	
Name: Sita Ramnarace	7. Total fee (37 CFR 3.41)\$ 490.00
Internal Address: Kaye Scholer Fierman	
Hays, & Handler, LLP	Enclosed
	Authorized to be charged to deposit account
/25 D. J. A	
Street Address: 425 Park Avenue	B. Danaili
	B. Deposit account number:
City: New York State: N.Y. ZIP: 10	0022
	(Attach duplicate copy of this page if paying by deposit account)
8/2000 HTHAI1 00000289 1877619	DO NOT USE THIS SPACE
7461 40.00 (P)	
To the best of my knowledge and belief, the foregood	ing information is true and correct and any attached copy is a true copy of
the original document.	L
Ito Rammara	9/6/2000
Name of Person Signing	Signature Date
Total number of page	es including cover sheet, attachments, and document:

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

DOC#30117377.WED

REEL: 002111 FRAME: 0834

SCHEDULE A TO COLLATERAL ASSIGNMENT FOR SECURITY IN U.S. TRADEMARKS

Trademarks

Reg. Number	Mark	Reg. Date
1,877,619	FLEXGUARD (stylized)	02/07/95
1,904,482	METEOR	07/11/95
1,910,009	FLEX-E-FORM	08/08/95
1,914,543	FOOD PAC	08/29/95
1,920,930	SHADES	09/19/95
1,936,166	THE GOURMET LID	11/14/95
1,949,536	GUARDIAN CARRIER	01/16/96
2,278,854	HIGHLIGHTS	09/21/99
2,334,533	MISC. DESIGN (JAZZ)	03/28/98
1,833,111	FLEX-E-FORM	04/26/94
1,838,692	MISC. DESIGN - PREFERENCE	06/07/94
1,852,422	BASIX	09/06/94
1,860,417	PINNACLE	10/25/94
1,865,264	FLEXGUARD	11/29/94
2,121,107	SIMPLE ELEGANCE	12/16/97
2,344,556	MISC. DESIGN (JAZZ)	04/25/00
2,347,713	CLEARLIGHT	05/02/00
2,336,329	MAXIMIZERS	03/28/00
2,346,331	SQUEEZE UP	05/02/00

Doc #30117399.WPD

COLLATERAL ASSIGNMENT FOR SECURITY IN U.S. TRADEMARKS

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 BANK OF AMERICA, N.A. (as successor-in-interest 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. trademark and service mark registrations and applications therefor set forth on Schedule A hereto (the "Marks"), together with the goodwill of the business symbolized by the Marks, and all claims for damages for past infringement of such Marks.

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

Doc #1483425,WPD

Security Agreement as to the Assignor and releasing (without representation or warranty) the security interest in the Marks acquired under this Collateral Assignment.

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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.

Title: Vice Preside

Dated: June 15, 2000

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STATE OF NEW YORK	
	: SS.:
COUNTY OF NEW YORK)
	_
On this 💅 day	y of June, 2000, before me personally appeared Daniel M. Carson,
to me known who, being by i	me duly sworn, did depose and say that (s)he resides at 2941 Hunr dailey, DY
Flenned MD. 21738	and that (s)he is the Vice President of SWEETHEART

CUP COMPANY INC. described herein and which executed the foregoing instrument, and that (s)he signed his or her name thereto pursuant to the authority granted by SWEETHEART CUP

Notary Public

J. SITA RAMNARACE Notary Public, State of New York No. 01RA6008809 Qualified in Queens County Commission Expires June 15, 2000

Doc #1483425.WPD

RECORDED: 07/06/2000

COMPANY INC.