

**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

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

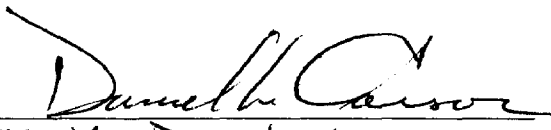
Security Agreement as to the Assignor and releasing (without representation or warranty) the security interest in the Marks acquired under this Collateral Assignment.

[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: Vice President

Dated: June 15th, 2000

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 15th day of June, 2000, before me personally appeared Daniel M. Carson,
to me known who, being by me duly sworn, did depose and say that (s)he resides at 2941 Hunt Valley, Dr
Glenwood, 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
COMPANY INC.



Notary Public

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