

VIA FACSIMILE - 703-306-5995

Form PTO-1594
(Rev. 10/02)
OMB No. 0851-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Our Ref.: 956-261

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sweetheart Cup Company Inc.

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State: Delaware
 Other: _____

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

2. Name and address of receiving party(ies):
Name: Bank of America, N.A.
Internal Address: _____
Address: _____
Street Address: 40 East 52nd Street

City: New York State: New York Zip: 10022
Country: U.S.A.

Individual(s) citizenship _____
 Association National Banking
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Assignment Change of Name
 Other: See Attachment 1

Execution Date: March 21, 2004

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Designations must be a separate document from Assignment
Additional name/s & address/es attached Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
(1) 75/821,564
(2)
(3)
Additional numbers attached? Yes No See Schedule A

B. Trademark Registration No.(s)
(1)
(2)
(3)


5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James T. Hosmer
Internal Address: _____
Street Address: Nixon & Vanderhye P.C.
1100 North Glebe Road
8th Floor
City: Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$ 340.00
 Enclosed
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.

DO NOT USE THIS SPACE

9. Signature.
James T. Hosmer  June 24, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231
Fax: 703-306-5995

CH \$340.00 141140 75821564

SCHEDULE A

Application No.	Reg. No.	Mark	Filing Date
75/480,355	2,355,998	Sweetheart (fonda)	05/06/98
75/480,688	2,358,370	Misc. Design (Heart/Fonda)	05/06/98
75/545,299	2,354,183	Go Cup	08/31/98
75/546,597	2,352,726	Sweetheart Square	09/01/98
75/547,738	2,374,349	Sweetheart Solutions (Service Mark)	09/03/98
75/566,600	2,435,696	Give Yourself a Break (Service Mark)	10/06/98
75/651,252	2,448,241	Sunsational	03/03/99
75/749,349	2,336,329	Maximizers	07/09/99
75/772,482	2,411,443	'Round the Clock (Service Mark)	08/11/99
75/821,564		Sweetheart Space Sav-R Pak	10/12/99
75/875,946	2,702,883	Design (Café Gourmet)	12/20/99
75/875,947	2,660,035	Java Wave	12/20/99
75/875,953	2,705,005	Design (java wave)	12/20/99

Attachment 1

Corrective Assignment to Correct the Nature of Conveyance from an Assignment to a Security Interest on Reel 002110, Frame 0730.

Form PTO-1584 (Rev. 6-02) QMB No. 0551-0011 (exp. 4-94) Tab settings

F 07-31-2000

3 SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office LY 7.6.00



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attached original documents or copy thereof.

1. Name of conveying party(ies):

Sweetheart Cup Company Inc.

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other

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



2. Name and address of receiving party(ies)

Name: Bank of America, N.A.
Internal Address:
Street Address: 40 East 52nd Street
City: New York State: NY ZIP: 10022

- Individual(s) citizenship
Association National Banking
General Partnership
Limited Partnership
Corporation-State
Other

If assignor is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: June 14, 2000

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

A. Trademark Application No.(s)

S.N. 75/480,355

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Sita Ramnarace
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 registrations involved:

19

7. Total fee (37 CFR 3.41).....\$490.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

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

07/24/2000 RTM011 00000299 7540335

DO NOT USE THIS SPACE

01 10:00 AM
02 11:45 AM

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.

Sita Ramnarace
Name of Person Signing

Signature

7/15/2000
Date

Total number of pages 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

TRADEMARK
REEL: 00730
REEL: 002878 FRAME: 0711

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

Trademark Applications

Application Number	Mark	Filing Date
S.N. 75/480,355	Sweetheart (fonda)	05/06/98
S.N. 75/480,688	Misc. Design (Heart/Fonda)	05/06/98
S.N. 75/545,229	Go Cup	09/01/98
S.N. 75/546,597	Sweetheart Square	09/01/98
S.N. 75/547,738	Sweetheart Solutions (Service Mark)	09/03/98
S.N. 75/566,600	Give Yourself a Break (Service Mark)	10/06/98
S.N. 75/581,280	Sweetheart Solutions & Design (Service Mark)	11/02/98
S.N. 75/643,865	Race USA	02/18/99
S.N. 75/651,250	Sunsational	03/03/99
S.N. 75/749,349	Maximizers	07/09/99
S.N. 75/772,482	Round the Clock (Service Mark)	08/01/99
S.N. 75/821,564	Sweetheart Space Save A Pak	10/12/99
S.N. 75/842,171	Sweet Sheet	11/03/99
S.N. 75/875,946	Design (Café Gourmet)	12/20/99
S.N. 75/875,947	Java Wave	12/20/99
S.N. 75/875,953	Design (java Wave)	12/20/99
S.N. 75/875,954	Café Gourmet	12/20/99
S.N. 75/923,525	Java Coffee Design	02/22/00
S.N. 75/923,937	Coffee Cup Design	02/22/00

**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 14, 2000

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

On this 14th 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