

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Wincup Holdings, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 12/29/05

2. Name and address of receiving party(ies)

Name: National City Business Credit, Inc.

Internal Address: _____

Street Address: 1965 East 6th Street, 4th Fl.

City: Cleveland State: OH Zip: 44114

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

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) 78/579,267;
78/579,621; 78/501,443; 78/300,816

B. Trademark Registration No.(s) 2,257,861;
2,454,020; 2,665,356; 2,193,055

Additional number(s) attached Yes No

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

Name: Sean M. Girdwood, Esquire

Internal Address: _____

Street Address: Thorp Reed & Armstrong, LLP
One Oxford Centre, 301 Grant Street, 14th Fl.

City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved: _____

43

7. Total fee (37 CFR 3.41).....\$ 1,090.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0888

DO NOT USE THIS SPACE

9. Signature.

Jenifer S. Tarasi, Esquire
Name of Person Signing


Signature

January 6, 2006
Date

Total number of pages including cover sheet, attachments, and document: **12**

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

CH \$1215.00 200588 78579265

Addendum to U.S. Trademarks Recordation form Coversheet for Recording Notice of Security Interests –
U.S. Trademarks – executed on December 29, 2005
Wincup Holdings, Inc. to receiving party National City Business Credit, Inc.

4. A Additional Trademark Application No(s).

78/547,196

4. B Additional Trademark Registration No(s).

2,336,355
 1,400,358
 2,324,378
 2,312,051
 1,727,681
 1,699,837
 2,321,795
 2,083,426
 1,768,085
 1,846,768
 2,329,344
 2,330,984
 2,638,421
 2,330,983
 2,320,331
 1,961,995
 2,318,025
 2,367,525
 1,817,748
 2,092,046
 1,811,558
 1,816,921
 1,705,064
 2,513,873
 1,713,766
 926,058
 1,340,796
 881,374
 1,420,101
 1,420,102
 1,541,594
 2,513,872
 2,418,617
 1,540,541
 1,336,736
 1,442,155
 2,218,783
 1,442,156
 2,089,396

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, Radnor Holdings Corporation, a Delaware corporation ("Radnor"), StyroChem U.S., Ltd., a Texas limited partnership ("SUL"), Wincup Holdings, Inc., a Delaware corporation ("WHI") and StyroChem Delaware, Inc., a Delaware corporation ("SDI") (Radnor, SUL, WHI and SDI are each an "Assignor" and collectively, the "Assignors") have adopted, used and are using the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated of even date herewith, by and among the Borrowers (as defined in the Credit Agreement (as hereinafter defined)), the Guarantors (as defined in the Credit Agreement), National City Business Credit, Inc., an Ohio corporation ("NCBC"), the various other financial institutions from time to time party thereto (NCBC, and such other financial institutions are each, a "Lender" and collectively, the "Lenders"), National City Bank, a national banking association, as the Issuer (as defined in the Credit Agreement) NCBC, as administrative and collateral agent for the Lenders and the Issuer (in such capacity, the "Agent") (as amended, modified or supplemented from time to time, the "Credit Agreement"), the Assignors are obligated to the Agent, and the Assignors have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Agent (for its benefit and for the benefit of the Lenders and the Issuer); and

WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Agent (for its benefit and for the benefit of the Lenders and the Issuer), and granted to the Agent (for its benefit and for the benefit of the Lenders and the Issuer), a mortgage on, pledge of and security interest in all right, title and interest of the Assignors in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignors do hereby further assign unto the Assignee (for itself and for the benefit of the Lenders and the Issuer) and grant to the Agent (for its benefit and for the benefit of the Lenders and the Issuer) a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Agent (for its benefit and for the benefit of the Lenders and the Issuer) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Agent's address is 1965 East 6th Street, 4th Floor, Locator 01-3049 Cleveland,
Ohio 44114.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignors have caused this Notice of Security Interest to be duly executed on the 29th day of December, 2005.

WITNESS:

Radnor Holdings Corporation

Victoria W. Rouke

By:

R. Radcliffe Hastings
R. Radcliffe Hastings
Executive Vice President

WITNESS:

StyroChem U.S., Ltd.

By: StyroChem GP, L.L.C.

Its: General Partner

By: Radnor Chemical Corporation

Its: Sole Member

Victoria W. Rouke

By:

R. Radcliffe Hastings
R. Radcliffe Hastings
Executive Vice President

WITNESS:

Wincup Holdings, Inc.

Victoria W. Rouke

By:

R. Radcliffe Hastings
R. Radcliffe Hastings
Executive Vice President

WITNESS:

StyroChem Delaware, Inc.

Victoria W. Rouke

By:

R. Radcliffe Hastings
R. Radcliffe Hastings
Executive Vice President

ACKNOWLEDGMENT

STATE/Commonwealth of Pennsylvania)
)
) SS:
COUNTY OF Delaware)

On this, the 29th day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared R. Radcliffe Hastings, who acknowledged himself to be the Executive Vice President of Radnor Holdings Corporation, a Delaware corporation (the "Corporation"), and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer on behalf the Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan E. Dear
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SUSAN E. DEAR, Notary Public
Bethel Twp., Delaware County
My Commission Expires January 8, 2009

ACKNOWLEDGMENT

STATE/Commonwealth of Pennsylvania)
) SS:
COUNTY OF Delaware)

On this, the 29th day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared R. Radcliffe Hastings, who acknowledged himself to be the Executive Vice President of Radnor Chemical Corporation, a Delaware corporation (the "Member"), the sole member of StyroChem GP, L.L.C., a Delaware limited liability company (the "General Partner"), the general partner of StyroChem U.S., Ltd, a Texas limited partnership (the "Partnership"), and that he as such officer of the Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer of the Member as the sole member of the General Partner on behalf the Partnership..

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan E. Dear
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SUSAN E. DEAR, Notary Public
Bethel Twp, Delaware County
My Commission Expires January 8, 2009

ACKNOWLEDGMENT

STATE/Commonwealth of Pennsylvania)
)
) SS:
COUNTY OF Delaware)

On this, the 29th day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared R. Radcliffe Hastings, who acknowledged himself to be the Executive Vice President of Wincup Holdings, Inc., a Delaware corporation (the "Corporation"), and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by his name as such officer on behalf the Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan E. Dear
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SUSAN E. DEAR, Notary Public
Bethel Twp., Delaware County
My Commission Expires January 8, 2009

ACKNOWLEDGMENT

STATE/Commonwealth of Pennsylvania)
)
) SS:
COUNTY OF Delaware)

On this, the 29th day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared R. Radcliffe Hastings, who acknowledged himself to be the Executive Vice President of StyroChem Delaware, Inc., a Delaware corporation (the "Corporation"), and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer on behalf the Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan E. Dear
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SUSAN E. DEAR, Notary Public
Bethel Twp., Delaware County
My Commission Expires January 8, 2009

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Title	Country	Status	Reg No	Reg Date	Owner
ALPHA	United States	Registered	2,257,861	6/29/1999	WinCup Holdings, Inc.
ALPHA BRAVO	United States	Pending			WinCup Holdings, Inc.
BRAVO	United States	Pending			WinCup Holdings, Inc.
BREEZE	United States	Pending			WinCup Holdings, Inc.
CAFE ULTIMA	United States	Registered	2,454,020	5/22/2001	WinCup Holdings, Inc.
CLARUS (Stylized)	United States	Registered	2,665,356	12/24/2002	WinCup Holdings, Inc.
COMPAC	United States	Registered	2,193,055	10/6/1998	WinCup Holdings, Inc.
COOL QUENCHERS	United States	Registered	2,336,355	3/28/2000	WinCup Holdings, Inc.
CUP design (by Styroweave)	United States	Registered	1,400,358	7/8/1986	WinCup Holdings, Inc.
DIAMOND DESIGN	United States	Registered	2,311,631	1/25/2000	StyroChem US, Ltd.
FIESTA (STYLIZED)	United States	Registered	2,324,378	2/29/2000	WinCup Holdings, Inc.
FRESH GOURMET	United States	Registered	2,312,051	1/25/2000	WinCup Holdings, Inc.
HANDI-KUP	Canada	Registered	429,060	6/17/1994	WinCup Holdings, Inc.
HANDI-KUP	Taiwan	Registered	614,253	10/1/1993	WinCup Holdings, Inc.
HANDI-KUP HK design	United States	Registered	1,727,681	10/27/1992	WinCup Holdings, Inc.
HANDI-PAK	United States	Registered	1,699,837	7/7/1992	WinCup Holdings
I HEART AMERICA & DESIGN	United States	Registered	2,321,795	2/22/2000	WinCup Holdings
MISCELLANEOUS DESIGN	United States	Registered	2,083,426	7/29/1997	WinCup Holdings, Inc.
ON-THE-GO	United States	Registered	1,768,085	4/27/1993	WinCup Holdings, Inc.
POLAR - XL	United States	Registered	1,846,768	7/26/1994	WinCup Holdings, Inc.
POLAR ALPHA (Stylized)	United States	Registered	2,329,344	3/14/2000	WinCup Holdings, Inc.
POLAR AVALON	United States	Registered	2,330,984	3/21/2000	WinCup Holdings, Inc.

Title	Country	Status	Reg No	Reg Date	Owner
POLAR CLARUS (Stylized)	United States	Registered	2,638,421	10/22/2002	WinCup Holdings, Inc.
POLAR EDEN	United States	Registered	2,330,983	3/21/2000	WinCup Holdings, Inc.
POLAR PERFECTION	United States	Registered	2,320,331	2/22/2000	WinCup Holdings, Inc.
POLAR Rx (Stylized)	United States	Registered	1,961,995	3/12/1996	WinCup Holdings, Inc.
POLARINFINITY	United States	Registered	2,318,025	2/15/2000	WinCup Holdings, Inc.
POLARPAC	United States	Registered	2,367,525	7/18/2000	WinCup Holdings, Inc.
PRO (Stylized)	United States	Registered	1,817,748	1/25/1994	WinCup Holdings, Inc.
PRODIGY	United States	Registered	2,092,046	8/26/1997	WinCup Holdings, Inc.
PROFIT PALS	United States	Registered	1,811,558	12/14/1993	WinCup Holdings, Inc.
SIGNATURE (Stylized)	United States	Registered	1,816,921	1/18/1994	WinCup Holdings, Inc.
SIMPLICITY	United States	Registered	1,705,064	8/4/1992	WinCup Holdings, Inc.
SIMPLICITY design	United States	Registered	2,513,873	12/4/2001	WinCup Holdings, Inc.
SIX CUPS IN CONCENTRIC CIRCLES	Australia	Registered	A260,264	7/14/1993	WinCup Holdings, Inc.
STYROCHEM	United States	Registered	2,151,092	4/14/1998	StyroChem US, Ltd.
STYROCHEM	United States	Registered	2,151,093	4/14/1998	StyroChem US, Ltd.
STYROCHEM	Canada	Pending			StyroChem Delaware, Inc.
STYROCHEM DESIGN	United States	Registered	2,311,631	1/25/2000	StyroChem US, Ltd.
STYROCHEM LOGO	Canada	Pending			StyroChem Delaware, Inc.
STYROCOLORS (STYLIZED)	United States	Registered	1,713,766	9/8/1992	WinCup Holdings, Inc.
STYROCONTAINERS	United States	Registered	926,058	12/28/1991	WinCup Holdings, Inc.
STYROCUP	Kuwait	Registered	7509	4/30/1995	WinCup Holdings, Inc.
STYROCUP	United States	Registered	1,340,796	6/11/1985	WinCup Holdings, Inc.
STYROLID	United States	Registered	881,374	11/25/1969	WinCup Holdings, Inc.
STYROPRODUCTS	Australia	Registered	A289,890	8/21/1982	WinCup Holdings, Inc.

Title	Country	Status	Reg No	Reg Date	Owner
STYROTAB	United States	Registered	1,420,101	12/9/1986	WinCup Holdings, Inc.
STYROTAB AND DESIGN	United States	Registered	1,420,102	12/9/1986	WinCup Holdings, Inc.
STYROWEAVE	United States	Registered	1,541,594	5/30/1989	WinCup Holdings, Inc.
SUNDANCE	United States	Registered	2,513,872	12/4/2001	WinCup Holdings, Inc.
SUNDANCE DESIGN	United States	Registered	2,418,617	1/9/2001	WinCup Holdings, Inc.
SUNDANCE DESIGN	CTM	Registered	1,125,590	10/4/2000	WinCup Holdings, Inc.
THE BIG COOL	United States	Registered	1,540,541	5/23/1989	WinCup Holdings, Inc.
TI AND DESIGN	United States	Registered	1,336,736	5/21/1985	WinCup Holdings, Inc.
W DESIGN	United States	Registered	1,442,155	6/9/1987	WinCup Holdings, Inc.
W DESIGN	United States	Registered	2,218,783	1/19/1999	WinCup Holdings, Inc.
WINCUP	United States	Registered	1,442,156	6/9/1987	WinCup Holdings, Inc.
WINCUP	United States	Registered	2,089,396	8/19/1997	WinCup Holdings, Inc.
WINCUP LOGO	United States	Pending			WinCup Holdings, Inc.
WINIMAGES	United States	Pending			WinCup Holdings, Inc.
WIN!	United States	Pending			WinCup Holdings, Inc.
COLD ZONE	United States	Pending			WinCup Holdings, Inc.
FLEX SOF	United States	Pending			WinCup Holdings, Inc.
FROSTED	United States	Pending			WinCup Holdings, Inc.