

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement Supplement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SOLO CUP COMPANY		04/20/2006	CORPORATION: DELAWARE
SOLO CUP OPERATING CORPORATION		04/20/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	100 NORTH TRYON STREET
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	3021470	CRAFTMASTER
Registration Number:	2933828	ECLIPSE
Registration Number:	2967394	GALA
Registration Number:	3029966	HOFFMASTER
Registration Number:	3019184	JACK FROST
Registration Number:	2953771	SOLOGRIPS
Registration Number:	3003332	TOUCH OF COLOR
Registration Number:	2938700	TROPHYGO
Registration Number:	2938701	TROPHYGO
Serial Number:	78721371	CATERWRAP
Serial Number:	78842934	SERVING YOU, SERVING YOUR CUSTOMERS.
Registration Number:	766939	THERMALENE
Registration Number:	776401	WHIRL CUPS

**CH \$640.00 3021470**

Registration Number:	779253	AIR-FLO
Registration Number:	782570	GUILD
Registration Number:	867135	LILYPAK
Serial Number:	76232756	SCOOP-A-ROO
Registration Number:	775858	CELLUTEX
Registration Number:	797246	CELTEX
Registration Number:	797248	LADY CELLUTEX
Registration Number:	603971	SPRINGPRINT
Registration Number:	850556	MOR-WARE
Registration Number:	1984029	BLUE DIAMOND
Registration Number:	757547	JACK FROST
Registration Number:	2142185	JACK FROST

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Alexandro Padres  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/398
NAME OF SUBMITTER:	Alexandro Padres
Signature:	/ALEXANDRO PADRES/
Date:	05/11/2006

Total Attachments: 17  
source=IPSA Supplement#page1.tif  
source=IPSA Supplement#page2.tif  
source=IPSA Supplement#page3.tif  
source=IPSA Supplement#page4.tif  
source=IPSA Supplement#page5.tif  
source=IPSA Supplement#page6.tif  
source=IPSA Supplement#page7.tif  
source=IPSA Supplement#page8.tif  
source=IPSA Supplement#page9.tif  
source=IPSA Supplement#page10.tif  
source=IPSA Supplement#page11.tif  
source=IPSA Supplement#page12.tif  
source=IPSA Supplement#page13.tif

source=IPSA Supplement#page14.tif  
source=IPSA Supplement#page15.tif  
source=IPSA Supplement#page16.tif  
source=IPSA Supplement#page17.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated April 20, 2006, is made by the Persons listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*") in favor of Bank of America, N.A., as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Solo Cup Company, a Delaware corporation, has entered into a Credit Agreement dated as of February 27, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Solo Cup Investment Corporation, a Delaware corporation, the Lenders party thereto from time to time, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and the other Agents named therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated February 27, 2004 made by the Grantors and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated February 27, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of such Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.


SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SOLO CUP COMPANY

By: 

Name: Susan H. Marks

Title: Chief Financial Officer

Address for Notices:

1700 Old Deerfield Road

Highland Park, IL 60035

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SOLO CUP OPERATING CORPORATION

By: 

Name: Denis Y. Tian

Title: Treasurer

Address for Notices:  
c/o Solo Cup Company  
1700 Old Deerfield Road  
Highland Park, IL 60035

**SCHEDULE A**

**Patents**

**Solo Cup Operating Corporation**

**U.S. Patents - Wrappie**

<b><u>Patent No.</u></b>	<b><u>Title</u></b>	<b><u>Filing Date</u></b>	<b><u>Issued Date</u></b>	<b><u>Record Owner/Liens</u></b>
RE 35,241	Sandwich Wrapper & Method Of Wrapping	12/6/93 US	5/14/96	Wrapco International N.V.
US 5,125,564	Pleated Packaging Wrapper For Objects	4/18/91 US	6/30/92	Wrapco International N.V.
US 5,131,586	Pleated Packaging Wrapper And Method Of Wrapping Objects Using The Same	5/17/91 US	7/21/92	Wrapco International N.V.
US 5,364,016	Pleated Wrapper For Solid Loose Articles	9/17/92 US	11/15/94	Wrapco International N.V.
US 4,795,648	Emballage Hamburger Sandwich Wrapper And Method Of Wrapping	3/16/87	1/3/89	Wrapco International N.V.

**Foreign Patents**

<b><u>Patent No.</u></b>	<b><u>Title</u></b>	<b><u>Filing Date</u></b>	<b><u>Issued Date</u></b>	<b><u>Record Owner/Liens</u></b>
CA 2,228,601	PROCESS FOR FABRICATING BAGS HAVING A BOTTOM WITH BELLOWS	8/30/96 INT	12/23/03	Inventor.
UK 528,920	MACHINE A PLISSER	4/25/91	3/15/95	Sweetheart Cup Company
UK 553,256	EMBALLAGE FRANCE	10/24/91	7/24/94	Sweetheart Cup Company

**TRADEMARK**

**REEL: 003306 FRAME: 0793**



EUROPEAN 127,968 (US 4,518,096)	DRINK-THROUGH CONTAINER LID WITH REMOVABLE DRINK- THROUGH SECTION / THOMAS WINSTEAD	5/14/84	10/26/88	Fort Howard Cup Corp.
EUROPEAN 0,138,592	COMBINATION OF A TAMPER-EVIDENT CLOSURE AND A CONTAINER / THOMAS WINSTEAD	10/12/84	4/12/89	Fort Howard Cup Corp.
UNITED KINGDOM 2,187,083	CUP RIM AND METHOD / KENNETH W. BAKER	3/18/86	10/18/89	Lily Tulip, Inc.

Patent Description	Country	Patent Number	Issued	Record Owner
Polystyrene Foam Sheet and Process of Making Same	Canada	2,166,120	04/12/05	
Shoulder of Disposable Cup	US	D516,378	03/07/06	Solo Cup Operating Corporation
Shoulder of Disposable Cup	US	D511,932	11/29/05	Solo Cup Operating Corporation
Stock Material for Container Body . . .	US	6,908,651	07/21/05	Solo Cup Operating Corporation
Lid	US	6,874,649	04/05/05	Solo Cup Operating Corporation
System and Method for Stacking . . .	US	6,918,737	07/19/05	Solo Cup Operating Corporation
Reclosable Container Lid	US	D514,445	02/07/06	Solo Cup Operating Corporation
Reclosable Container Lid	US	D514,444	02/07/06	Solo Cup Operating Corporation
Disposable Plate	US	D515,866	02/28/06	Solo Cup Operating Corporation
Ergonomic Disposable Cup	US	D505,830	06/07/05	Solo Cup Operating Corporation
Ergonomic Disposable	US	D514,380	02/07/06	Solo Cup Operating Corporation

Patent Description	Country	Patent Number	Issued	Record Owner
Cup				Corporation
Ergonomic Displisable Cup	US	D504,593	05/03/05	Solo Cup Operating Corporation
Fork Body	US	D507,461	07/19/05	Solo Cup Operating Corporation
Knife Body	US	D507,158	07/12/05	Solo Cup Operating Corporation
Ergonomic Disposable Bowl	US	D508,822	08/30/05	Solo Cup Operating Corporation
Ergonomic Disposable Cup	US	D514,385	02/07/06	Solo Cup Operating Corporation
Ergonomic Displisable Cup	US	D514,884	02/14/06	Solo Cup Operating Corporation
Sidewall for Disposable Cup	US	D510,679	10/18/05	Solo Cup Operating Corporation
Shoulder of Disposable Cup	US	D511,647	11/22/05	Solo Cup Operating Corporation
Cup Lid	Canada	106920	08/16/05	

Solo Cup Company

Case Number	Country	Case Type	Application Number	Filing Date
3177-1041	Hong Kong	ORD	06101145.6	25-Jan-2006
3177-1042	India	ORD	1557/DELNP/05	19-Apr-2005
3177-1043	Indonesia	ORD	W00200500999	20-Apr-2005
3177-1044	Israel	PCT	167981	12-Apr-2005
3177-1046	Korea (North)	ORD	05-1624	14-Apr-2005
3177-1047	Korea (South)	ORD	2005-7006760	10-Apr-2005
3177-1048	Mexico	ORD	2005/003962	14-Apr-2005
3177-1049	New Zealand	PCT	539355	11-Apr-2005
3177-1051	Norway	ORD	2005 2015	25-Apr-2005

Case Number	Country	Case Type	Application Number	Filing Date
3177-1052	Philippines	ORD	1-2005-500638	12-Apr-2005
3177-1053	Russian Federation	ORD	2005116220	20-May-2005
3177-1055	Vietnam	PCT	1-2005-00688	23-May-2005
3177-1186	Canada	ORD	2509872	14-Jun-2005
3177-1189	US	DES	29/239,148	27 Sep-2005
3177-1190	US	DES	29/239,149	27 Sep-2005
3177-1191	US	DES	29/239,153	27-Sep-2005
3177-1192	US	DES	29/239,152	27-Sep-2005
3177-1193	US	DES	29/239,151	27-Sep-2005
3177-1194	US	DES	29/239,147	27 Sep 2005

Case Number	Country	Case Type	Application Number	Filing Date
3177-1199	US	PRO	60/715,055	08 Sep 2005
3177-1202	PCT	ORD	US05/031209	30-Aug-2005
3177-1203	Argentina	ORD	P050103845	14 Sep 2005
3177-1204	Chile	ORD	2387-2005	14 Sep 2005
3177-1205	Malaysia	ORD	PI200543646	16 Sep 2005
3177-1206	Taiwan	ORD	94130543	06 Sep 2005
3177-1207	Thailand	ORD	104128	06 Sep 2005
3177-1208	Panama	ORD	86473-01	29 Sep 2005
3177-1277	PCT	ORD	US05/036810	12 Oct 2005
3177-1236	US	PRO	60/758,953	13 Jan 2006

Case Number	Country	Case Type	Application Number	Filing Date
3177-1242	Canada	ORD	Not Available	18-Jan-2006
3177-1243	Isreal	PCT	172872	28 Dec 2005
3177-1244	Japan	ORD	Not Available	21 Jan 2006
3177-1246	Norway	PCT	20056243	30 Dec 2005
3177-1251	US	PRO	60/757,836	09 Jan 2006
3177-1252	US	ORD	11/336,589	20 Jan 2006

**SCHEDULE B**

**Trademarks**

Solo Cup Operating Corporation

<b>Trademark</b>	<b>Country</b>	<b>Reg. No (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>
American	Mexico	891,440	07/25/05	
Craftmaster	US	3,021,470	11/29/05	Solo Cup Operating Corporation
Creative Expressions	Canada	TMA 655,825	12/16/05	
Eclipse	Canada	TMA 655,825	12/23/05	
Eclipse	US	2,933,828	03/15/05	Solo Cup Operating Corporation
Gala	US	2,933,828	07/12/05	Solo Cup Operating Corporation
Hoffmaster	Mexico	891,438	07/25/05	
Hoffmaster	Mexico	891,493	07/25/05	
Hoffmaster	US	3,029,966	12/13/05	Solo Cup Operating Corporation
Jack Frost	US	3,019,184	11/29/05	Solo Cup Operating Corporation
Linen-Like	Mexico	891,437	07/25/05	
Solo	Haiti	42/147	07/27/05	
SoloGrips	Nicaragua	0600064 LM	01/19/06	
SoloGrips	Peru	00107583	07/27/05	
SoloGrips	US	2,9537,71	05/17/05	Solo Cup Operating Corporation
Touch of Color	US	3,003,332	11/04/05	Solo Cup Operating Corporation
Trophy	Hong Kong	300514124	11/19/05	
TrophyGo	US	2,938,700	04/05/05	Solo Cup Operating Corporation

Trademark	Country	Reg. No (App. No.)	Reg. Date (App. Date)	Record Owner
TrophyGo and Design	US	2,938,701	04/05/05	Solo Cup Operating Corporation
American	Mexico	720421	05/31/05	
American	Puerto Rico	66728	11/31/05	
American	Puerto Rico	66727	11/31/05	
Caterwrap	US	78721,371	09/27/05	Solo Cup Operating Corporation
Hoffmaster	European Community	4,930,384	02/28/06	
Hoffmaster	Puerto Rico	66725	10/31/05	
Hoffmaster	Puerto Rico	66726	01/31/05	
Serving You, Serving Your Customers	US	78842,934	03/22/06	Solo Cup Operating Corporation
Solo Logo and Design	China	Not Available	03/09/06	Solo Cup Operating Corporation
Solo Logo and Design	China	Not Available	03/09/06	Solo Cup Operating Corporation
Solo Logo and Design	China	Not Available	03/09/06	Solo Cup Operating Corporation
SoloGrips	Bahrain	Not Available	09/27/05	
SoloGrips	Kuwait	69855	04/06/05	
SoloGrips	Norway	2005 02907	04/01/05	
SoloGrips	Pakistan	208581	04/27/05	
Trophy	Canada	1,275,429	10/12/05	Solo Cup Operating Corporation
Trophy	European Community	004690582	10/18/05	Solo Cup Operating Corporation
Trophy	Israel	184147	10/09/05	
Trophy	Japan	2005-94371	10/07/05	Solo Cup Operating Corporation
Trophy	Panama	146525-01	10/27/05	Solo Cup Operating Corporation



Trademark	Country	Reg. No (App. No.)	Reg. Date (App. Date)	Record Owner
Trophy	Puerto Rico	66805	11/08/04	Solo Cup Operating Corporation

Mark

THERMALINE  
WHIRL CUPS  
AIR-FLO  
GUILD  
LILYPAK  
SCOOP-A-ROO

Reg. No.  
(App. No.)  
766,939  
776,401  
779,253  
782,570  
867,135  
(76/232756)

Reg. Date  
(App. Date)  
03/24/64  
09/08/64  
11/03/64  
12/29/64  
03/25/69  
(03/29/01)

Registrant

Solo Cup Operating Corporation  
Solo Cup Operating Corporation  
Solo Cup Operating Corporation  
Solo Cup Operating Corporation  
Solo Cup Operating Corporation  
Solo Cup Operating Corporation

Mark

CELLUTEX [(Stylized)]  
CELTEX  
LADY CELLUTEX  
SPRINGPRINT

Reg. No.  
(App. No.)  
775,858  
797,246  
797,248  
603,971

Reg. Date  
(App. Date)  
8/25/64  
10/05/65  
10/05/65  
3/29/55

Registrant/Liens

Solo Cup Operating Corporation  
Solo Cup Operating Corporation  
Solo Cup Operating Corporation  
Solo Cup Operating Corporation

Mark

WOMOR-WARE

Reg. No. (App. No.)  
850,556

Reg. Date  
(App. Date)  
6/11/68

Registrant/Liens

WMF Container Corporation

**TRADEMARK**

Mark

Reg. No.  
(App. No.)

Reg. Date  
(App. Date)

Registrant/Liens

<u>Mark</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Registrant/Liens</u>
MOTHER GOOSE	TMA 117918	05/06/60	Sweetheart Cup Company, Inc.
SPRINGPRINT MEDALLION	Canada TMA 367,668	4/13/90	Sweetheart Cup Company, Inc.
SPRINGPRINT MEDALLION and Design	Canada TMA 371,440	8/3/90	Sweetheart Cup Company, Inc.

**TRADEMARK**  
**REEL: 003306 FRAME: 0803**

Solo Cup Company

Trademark	Country	Reg. No (App. No.)	Reg. Date (App. Date)	Record Owner
Blue Diamond	United States	1984029	7/2/96	Solo Cup Company
Jack Frost	United States	757547	10/1/63	Solo Cup Company
Jack Frost (Stylized)	United States	2142185	3/10/98	Solo Cup Company
Solo	Kenya	757547		
Solo	Kuwait	757547		

**SCHEDULE C**

**Copyrights**

None.