

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		04/17/2009	NATIONAL ASSOCIATION:

**RECEIVING PARTY DATA**

Name:	SOLO CUP COMPANY
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION: DELAWARE

Name:	SOLO CUP INVESTMENT CORPORATION
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION: DELAWARE

Name:	SOLO MANAGEMENT COMPANY
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION: DELAWARE

Name:	P.R. SOLO CUP, INC.
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035

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Entity Type:	CORPORATION: DELAWARE
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Name:	SF HOLDINGS GROUP, INC.
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION: DELAWARE

Name:	SOLO MANUFACTURING LLC
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	LILY-CANADA HOLDING CORPORATION
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION: DELAWARE

Name:	SOLOS CUP OPERATING CORPORATION
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0761897	FLEX-E-FILL

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: Gloria Jung

**TRADEMARK**  
**REEL: 003972 FRAME: 0567**

Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP - IP Docketing  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/398
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	04/17/2009

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL  
PROPERTY**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "*IP Security Release*") is made as of April 17, 2009, by and between Bank of America, N.A., as Collateral Agent (the "*Collateral Agent*") under that certain Intellectual Property Security Agreement dated as of February 27, 2004 ("*IP Security Agreement*") and Solo Cup Company; Solo Cup Investment Corporation; Solo Management Company; P.R. Solo Cup, Inc.; SF Holdings Group, Inc.; Solo Manufacturing LLC; Lily-Canada Holding Corporation; and Solo Cup Operating Corporation (collectively, the "*Grantors*").

WHEREAS, Grantors and Collateral Agent are parties to the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, Grantors granted Collateral Agent a security interest in and to the Collateral set forth in Schedule A ("Collateral"), which security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on April 19, 2004 at Reel 002949 and Frame 0845; and

WHEREAS, Grantors have satisfied, in part, their obligations under the IP Security Agreement and Collateral Agent now desires to terminate and release the entirety of its security interests, liens and encumbrances in the Collateral and restore all right, title and interest in and to such Collateral to Grantors.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, the Collateral Agent and Grantors hereby agree as follows:

SECTION 1. Release of Security Interest. The Collateral Agent does hereby release and convey to the Grantors, without recourse, representation or warranty of any kind, all of the Collateral Agent's right, title and interest in and to the Grantors' right, title and interest in and to the Collateral.


SECTION 2. Recordation. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Release.

SECTION 3. Execution in Counterparts. This IP Security Release may be executed and delivered (including by facsimile transmission) in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This IP Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

BANK OF AMERICA, N.A., as  
Administrative Agent and Collateral  
Agent

By:   
Name: Robert Rittelmeyer  
Title: Vice President

**Schedule A**

<b>Trademark</b>	<b>Date of Registration</b>	<b>Registration Number</b>	<b>Country</b>
Flex-E-Fill	December 24, 1963	0761897	United States