

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SOLO CUP OPERATING CORPORATION		07/02/2009	CORPORATION: DELAWARE
SOLO CUP COMPANY		07/02/2009	CORPORATION: DELAWARE
SF HOLDINGS GROUP, INC.		07/02/2009	CORPORATION: DELAWARE
SOLO MANUFACTURING LLC		07/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
P.R. SOLO CUP, INC.		07/02/2009	CORPORATION: ILLINOIS
LILY-CANADA HOLDING CORPORATION		07/02/2009	CORPORATION: DELAWARE
SOLO CUP OWINGS MILLS HOLDINGS		07/02/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	335 MADISON AVENUE, 6TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 100**

Property Type	Number	Word Mark
Registration Number:	2783976	
Registration Number:	0732001	BANANA BOAT
Registration Number:	1852422	BASIX
Registration Number:	2867478	BIG KID
Registration Number:	3597214	BISTRO
Registration Number:	1869629	BUDGETWARE

**CH \$2515.00 2783976**

Registration Number:	1679447	CENTER PIECE
Registration Number:	0771663	
Registration Number:	1928261	CHALLENGE
Registration Number:	3093888	CHECK OUT
Registration Number:	1731170	CLARITY
Registration Number:	1357064	CLEAR SHIELD
Registration Number:	2347713	CLEARLIGHT
Registration Number:	0805827	COZY
Registration Number:	1358304	CSN
Registration Number:	2576893	CUP 'N LID COMBO
Registration Number:	1756899	DELI GOURMET
Registration Number:	2344556	
Registration Number:	2334533	16
Registration Number:	1127883	DYNASTY
Registration Number:	2933828	ECLIPSE
Registration Number:	3609668	ECO-FORWARD
Registration Number:	2358370	
Registration Number:	0753111	
Registration Number:	0764871	FIRMWARE
Registration Number:	1833111	FLEX-E-FORM
Registration Number:	1910009	FLEX-E-FORM
Registration Number:	1440644	FLEXSTYLE
Registration Number:	0847218	FONDA
Registration Number:	1548343	
Registration Number:	1986782	GALAXY
Registration Number:	1731169	GALLERY
Registration Number:	2435696	GIVE YOURSELF A BREAK
Registration Number:	2354183	GO CUP
Registration Number:	1021491	GREAT FRIES
Registration Number:	0707654	GUILDWARE
Registration Number:	3426072	GUILDWARE
Registration Number:	2278854	HIGHLIGHTS
Serial Number:	77440476	IT'S MY SOLO CUP
Registration Number:	3019184	JACK FROST
Registration Number:	2142185	JACK FROST

Registration Number:	0958351	JAZZ
Registration Number:	1838692	
Registration Number:	2307407	LEISURE WAY
Registration Number:	1839456	LIFESTYLE
Registration Number:	0087365	LILY
Registration Number:	2759741	LILY FESTIVA
Registration Number:	1733113	LUMINA
Registration Number:	2336329	MAXIMIZERS
Registration Number:	3418141	MERIDIAN
Registration Number:	1640527	MICROGOURMET
Registration Number:	0752714	
Registration Number:	2644315	MISTIQUE
Registration Number:	0917451	MTRENE
Registration Number:	1769337	MUNCHIE CUP
Registration Number:	0290396	NESTRITE
Registration Number:	0929283	PERMA-FLEX STRAW
Registration Number:	1156421	POKER DRAW
Registration Number:	2411443	'ROUND THE CLOCK
Registration Number:	0726398	SANI-PAC
Registration Number:	3522602	SERVING YOU, SERVING YOUR CUSTOMERS.
Registration Number:	1920930	SHADES
Registration Number:	0956309	SHERRI S
Registration Number:	1970107	SIGNATURE COLORS
Registration Number:	0887326	SILENT SERVICE
Registration Number:	2121107	SIMPLE ELEGANCE
Registration Number:	2329998	SMARTWARE
Registration Number:	1855755	SOLO
Registration Number:	1821397	SOLO
Registration Number:	0960679	SOLO
Registration Number:	1090929	SOLO
Registration Number:	1744571	SOLO
Registration Number:	1754846	SOLO
Registration Number:	0922120	SOLO
Registration Number:	2787364	SOLO
Registration Number:	1719493	SOLO PAK

Registration Number:	2953771	SOLOGRIPS
Registration Number:	1665076	SOLOSERVE
Registration Number:	2346331	SQUEEZUP
Registration Number:	2334095	STACK PACK
Registration Number:	2448241	SUNSATIONAL
Registration Number:	1864442	SUPERIOR
Registration Number:	0795103	SWEETHEART
Registration Number:	0724048	SWEETHEART
Registration Number:	2355998	SWEETHEART
Registration Number:	0377958	SWEETHEART
Registration Number:	0654599	SWEETHEART
Registration Number:	0437193	SWEETHEART
Registration Number:	2895982	SWEETHEART SPACE SAV-R PAK
Registration Number:	2352726	SWEETHEART SQUARE
Registration Number:	1936166	THE GOURMET LID
Registration Number:	1492280	TRAVELER
Registration Number:	2776681	TRAVELER PLUS
Registration Number:	1146183	TROPHY
Registration Number:	2938700	TROPHYGO
Registration Number:	2938701	TROPHYGO
Registration Number:	3284076	
Registration Number:	1954539	ULTRA COLORS
Registration Number:	2781561	WE ARE HAPPY TO SERVE YOU
Registration Number:	2128602	WOK-AWAY

**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: Timothy Franklin  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/627
NAME OF SUBMITTER:	TIMOTHY FRANKLIN

Signature:	/TIMOTHY FRANKLIN/
Date:	08/07/2009
<b>Total Attachments: 16</b> source=Solo Cup - Executed Second Lien IP Security Agreement#page1.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page2.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page3.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page4.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page5.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page6.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page7.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page8.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page9.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page10.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page11.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page12.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page13.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page14.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page15.tif source=Solo Cup - Executed Second Lien IP Security Agreement#page16.tif	

**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated July 2, 2009, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of BANK OF AMERICA, N.A., as collateral agent (the "*Agent*") for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, SOLO CUP OPERATING CORPORATION, a Delaware corporation (the "*Initial Borrower*"), SOLO CUP COMPANY, a Delaware corporation (the "*Company*"), SOLO CUP INVESTMENT CORPORATION ("*Holdings*"), have entered into a Loan Agreement dated as of July 2, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), with Bank of America, N.A., as Agent, and the Lenders and the other agents and Borrowers party thereto. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the Issuing Banks under the Loan Agreement and the providing of the Bank Products by certain of the Lenders and their Affiliates from time to time, each Grantor has executed and delivered that certain Security Agreement dated July 2, 2009 made by the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement 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, each Grantor agrees as follows:

SECTION I. Grant of Security. Each Grantor hereby grants to the 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 "*Collateral*"):

(i) all patents, patent applications, utility models and statutory invention registrations, together with all inventions claimed or disclosed therein, and all improvements thereto, including the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, fictitious business names, corporate names, certification marks, collective marks, and other source identifiers, whether registered or unregistered, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any

United States intent-to-use trademark application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use trademark application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights (whether or not the underlying works of authorship have been published), including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered, including, without limitation, 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 Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement 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. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. 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.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed 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 5. Grants, Rights and Remedies. This IP Security Agreement 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 Agent with respect to the 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 and the other loan documents, unless otherwise specified, shall be governed by the laws of the state of New York, without giving effect to any conflict of law principles (but giving effect to section 5-1401 of the New York General Obligation Law and federal laws relating to national banks).

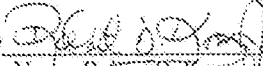
SECTION 7. Intercreditor Agreement. Reference is made to the Lien Subordination and Intercreditor Agreement dated as of July 2, 2009, among Bank of America, N.A., as Collateral Agent for the ABL Secured Parties referred to therein; U.S. Bank National Association, as Trustee and as Noteholder Collateral Agent, Solo Cup Investment Corporation ("*Holdings*") and the other subsidiaries of Holdings named therein (the "*Intercreditor Agreement*"). Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Senior Secured Obligations Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

*[Signatures pages to follow]*



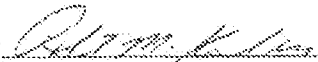
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SOLO CUP OPERATING CORPORATION

By   
Name: Robert D. Koney, Jr.  
Title: Chief Financial Officer

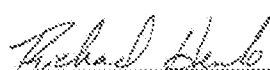
Address for Notices:  
1700 Old Deerfield Road  
Highland Park, IL 60035

SOLO CUP COMPANY

By   
Name: Robert M. Korzenski  
Title: President and CEO

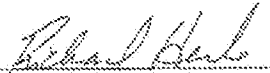
Address for Notices:  
1700 Old Deerfield Road  
Highland Park, IL 60035

SF HOLDINGS GROUP, INC.

By   
Name: Richard Hernke  
Title: Treasurer

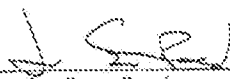
Address for Notices:  
1700 Old Deerfield Road  
Highland Park, IL 60035

SOLO MANUFACTURING LLC

By   
Name: Richard Hernke  
Title: Treasurer

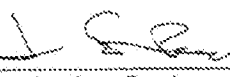
Address for Notices:  
1700 Old Deerfield Road  
Highland Park, IL 60035

F.R. SOLO CUP, INC.

By   
Name: Jan Stern Reed  
Title: Vice President and Secretary

Address for Notices:  
1700 Old Deerfield Road  
Highland Park, IL 60035

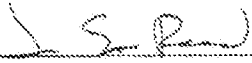
LILY-CANADA HOLDING CORPORATION

By   
Name: Jan Stern Reed  
Title: Vice President and Secretary

Address for Notices:  
1700 Old Deerfield Road  
Highland Park, IL 60035

SOLO CUP OWINGS MILLS HOLDINGS

By: Solo Cup Operating Corporation, a  
Delaware corporation, as sole beneficial owner

By:   
Name: Jan Storn Reed  
Title: EVP - HR, General Counsel &  
Secretary

**Schedule A**  
**U.S Patents and Patent Applications**

Debtor/Grantor	Title	Reg. No. / (App. No.)	Reg. Date / (Filing Date)
Solo Cup Operating Corporation	Sandwich wrapper and method of wrapping	RE35241	05/14/1996
Solo Cup Operating Company	DISPOSABLE BOWL	(29/334395)	(3/25/2009)
Solo Cup Operating Company	DISPOSABLE PLATE (PLATTER)	(29/334411)	(3/26/2009)
Solo Cup Operating Corporation	METHOD OF PRODUCING DISPOSABLE ARTICLES UTILIZING POLYETHYLENE TEREPHTHALATE (PET)	5693278	12/2/1997
Solo Cup Operating Corporation	METHOD OF MAKING PLASTIC PLATE WITH ROLLED EDGE RIM	5523042	6/4/1996
Solo Cup Operating Corporation	PLASTIC PLATE WITH ROLLED EDGE RIM AND METHOD OF MAKING SAME	5758773	6/2/1998
Solo Cup Operating Corporation	Sidewall For A Cup	D441252	5/1/2001
Solo Cup Operating Corporation	Thermoformed Container Having Improved Strength To Weight Ratio In Sidewall	6554154	4/29/2003
Solo Cup Operating Corporation	Polystyrene Foam Sheet Useful For Forming Deep Drawn Articles, A Process To Produce Those Articles, And The Deep Drawn Articles	5362436	11/8/1994
Solo Cup Operating Corporation	RECLOSABLE CONTAINER LID	6732875	5/11/2004
Solo Cup Operating Corporation	Apparatus For Forming Rolled Lips On Thermoplastic Containers	6719552	4/13/2004
Solo Cup Operating Corporation	Drink Container Lid with Closure Member	6679397	1/20/2004
Solo Cup Operating Corporation	Product Display Dispenser	D473134	4/15/2003
Solo Cup Operating Corporation	A Lid	6644490	11/11/2003
Solo Cup Operating Corporation	Method of Forming Rolled Lips on thermoplastic Containers	6737003	5/18/2004
Solo Cup Operating Corporation	Lid	6874649	4/5/2005
Solo Cup Operating Corporation	Container Lid	D476891	7/8/2003
Solo Cup Operating Corporation	Signature Solo II Plates	7121422	10/17/2006
Solo Cup Operating Corporation	Reclosable Container Lid	D476566	7/1/2003
Solo Cup Operating Corporation	Reclosable Container Lid	D478006	8/5/2003
Solo Cup Operating Corporation	Reclosable Container Lid	D477223	7/15/2003

Schedules to the Second Lien Intellectual  
Property Security Agreement

Solo Cup Operating Corporation	ERGONOMIC DISPOSABLE CUP HAVING IMPROVED STRUCTURAL INTEGRITY	(10/676807)	(10/1/2003)
Solo Cup Operating Corporation	System and Method for Stacking a Predetermined Number of Nestable Objects	6918737	7/19/2005
Solo Cup Operating Corporation	Ergonomic Disposable Plate	D497774	11/2/2004
Solo Cup Operating Corporation	Reclosable Container Lid	D489260	5/4/2004
Solo Cup Operating Corporation	Ergonomic Disposable Plate	D494817	8/24/2004
Solo Cup Operating Corporation	Ergonomic Disposable Plate	D494816	8/24/2004
Solo Cup Operating Corporation	Ergonomic Disposable Plate	D499936	12/21/2004
Solo Cup Operating Corporation	Ergonomic Disposable Plate Handle	D487214	3/2/2004
Solo Cup Operating Corporation	Ergonomic Disposable Plate Handle	D496825	10/5/2004
Solo Cup Operating Corporation	Ergonomic Disposable Plate Bottom	D499933	12/21/2004
Solo Cup Operating Corporation	Ergonomic Disposable Plate Sidewall	D487669	3/23/2004
Solo Cup Operating Corporation	Container Lid with Closure Member	7134566	11/14/2006
Solo Cup Operating Corporation	Container Lid with Closure Member	7131551	11/7/2006
Solo Cup Operating Corporation	Signature II Plate Series [16]	D486994	2/24/2004
Solo Cup Operating Corporation	RECLOSABLE CONTAINER LID	(10/954827)	(9/30/2004)
Solo Cup Operating Corporation	Reclosable Container Lid	7156251	1/2/2007
Solo Cup Operating Corporation	Reclosable Container Lid	7159732	1/9/2007
Solo Cup Operating Corporation	Container Lid	D485758	1/27/2004
Solo Cup Operating Corporation	RECLOSABLE CONTAINER LID	7246715	7/24/2007
Solo Cup Operating Corporation	Reclosable Container Lid	D514445	2/7/2006
Solo Cup Operating Corporation	Reclosable Container Lid	D514444	2/7/2006
Solo Cup Operating Corporation	Disposable Plate	D498980	11/30/2004
Solo Cup Operating Corporation	Disposable Plate	D499304	12/7/2004
Solo Cup Operating Corporation	Disposable Plate	D515866	2/28/2006
Solo Cup Operating Corporation	Ergonomic Disposable Cup	D505830	6/7/2005
Solo Cup Operating Corporation	Ergonomic Disposable Cup	D514380	2/7/2006
Solo Cup Operating Corporation	Ergonomic Disposable Cup	D499935	12/21/2004

Schedules to the Second Lien Intellectual  
Property Security Agreement

Solo Cup Operating Corporation	Ergonomic Disposable Cup	D504593	5/3/2005
Solo Cup Operating Corporation	Ergonomic Disposable Cup	D499934	12/21/2004
Solo Cup Operating Corporation	APPARATUS FOR FORMING ROLLED LIPS ON THERMOPLASTIC CONTAINERS	7175410	2/13/2007
Solo Cup Operating Corporation	Apparatus for Forming Rolled Lips on Thermoplastic Containers	7175409	2/13/2007
Solo Cup Operating Corporation	Fork	D507461	7/19/2005
Solo Cup Operating Corporation	Knife Body	D507158	7/12/2005
Solo Cup Operating Corporation	Thermoformed Basket	D535822	1/30/2007
Solo Cup Operating Corporation	Ergonomic Disposable Bowl	D508822	8/30/2005
Solo Cup Operating Corporation	Drinking Cup Lids With Promotional Game Piece	7195130	3/27/2007
Solo Cup Operating Corporation	Two-piece Insulated Cup	(10/982187)	(11/4/2004)
Solo Cup Operating Corporation	Ergonomic Disposable Cup	D514385	2/7/2006
Solo Cup Operating Corporation	Ergonomic Disposable Cup	D514884	2/14/2006
Solo Cup Operating Corporation	Sidewall For Disposable Cup	D510679	10/18/2005
Solo Cup Operating Corporation	Shoulder of a Disposable Cup	D511647	11/22/2005
Solo Cup Operating Corporation	Paper Cup With Fold Top Lid	D469691	2/4/2003
Solo Cup Operating Corporation	Method For Making Thermoplastic Foam With Combined 1,1-Difluoroethane and CO2 Blowing Agent	5411683	3/2/1995
Solo Cup Operating Corporation	Machine and System for Packaging Food Products	6745103	6/1/2004
Solo Cup Operating Corporation	Dome Lid For Drinking Cup	5911331	6/15/1999
Solo Cup Operating Corporation	Container Lid	D360133	7/11/1995
Solo Cup Operating Corporation	Concentric Ring Bottom	7281649	10/16/2007
Solo Cup Operating Corporation	Computer Controlled Cup Forming Machine	7117066	10/3/2006
Solo Cup Operating Corporation	Bottom Sealing Assembly For Cup Forming Machine	7121991	10/17/2006
Solo Cup Operating Corporation	Tamper Evident Container Assembly	5253772	10/19/1993
Solo Cup Operating Corporation	Apparatus and Method for Heat-Sealing a Film Cover to Open Ended Containers	5182896	2/2/1993
Solo Cup Operating Corporation	Tamper Evident Container and Related Apparatus	5490827	2/13/1996
Solo Cup Operating Corporation	Beverage Can Carry Device	D361513	8/22/1995

Schedules to the Second Lien Intellectual  
Property Security Agreement

Corporation			
Solo Cup Operating Corporation	Apparatus and Method to Lubricate and Curl Paperboard Container Rims	6126585	10/3/2000
Solo Cup Operating Corporation	Drinking Cup, Jamun Cup	D381558	7/29/1997
Solo Cup Operating Corporation	Tamper Evident Container & Related Apparatus (Flexguard)	5653382	8/5/1997
Solo Cup Operating Corporation	Tamper Evident Container and Related Apparatus (Flexguard)	5658228	8/19/1997
Solo Cup Operating Corporation	Beverage Service Tray Pop Up Tray	D382201	8/12/1997
Solo Cup Operating Corporation	Thermal Insulating Sleeve for Drink Cup	D383947	9/23/1997
Solo Cup Operating Corporation	US Patent for Beverage Service Tray Pop Our File No.: 003177 P 00768 US Patent for Beverage Service Tray Pop Up Tray I	D382200	8/12/1997
Solo Cup Operating Corporation	Drink Thru Container Lid	5183172	2/2/1993
Solo Cup Operating Corporation	Two-Piece Paperboard Lids Having Spiral-Wound Side Wall and Non-Circular Geometries, and Method of Making the Same	6027439	2/22/2000
Solo Cup Operating Corporation	Drinking Vessel Lid Having a Defined Straw Puncturable Area	5335812	8/9/1994
Solo Cup Operating Corporation	US Patent for Domed Container Igloo Lid	D440155	4/10/2001
Solo Cup Operating Corporation	Domed Cup Lids Especially for Use with Frozen Carbonated Beverages	6357619	3/19/2002
Solo Cup Operating Corporation	Domed Cup Lid	D449986	11/6/2001
Solo Cup Operating Corporation	Display Dispenser.	7017778	3/28/2006
Solo Cup Operating Corporation	Dispenser Display	D519751	5/2/2006
Solo Cup Operating Corporation	Lid	7063224	6/20/2006
Solo Cup Operating Corporation	Shoulder of Disposable Cup	D516378	3/7/2006
Solo Cup Operating Corporation	Shoulder of Disposable Cup	D511932	11/29/2005
Solo Cup Operating Corporation	Ergonomic Disposable	(11/101932)	(4/8/2005)
Sanyo Pax Kabushiki Kaisha	Container Body Of Insulating Paper Container, Insulating Paper Container And Process For Making Them	6749913	6/15/2004
Solo Cup Operating Corporation	Upper Panel Of A Drink Cup	D540167	4/10/2007
Solo Cup Operating Corporation	Upper Panel Of A Drink Cup Lid (Mouthpiece Curve)	D539649	4/3/2007
Solo Cup Operating Corporation	Upper Panel Of A Drink Cup Lid	D536249	2/6/2007
Solo Cup Operating Corporation	An Upper Panel Of A Drink Cup Lid (Curved Downward)	(29/239152)	(9/27/2005)
Solo Cup Operating Corporation	Upper Panel Of A Drink Cup Lid (V Shaped)	D539,650	4/3/2007

Schedules to the Second Lien Intellectual  
Property Security Agreement

Corporation			
Solo Cup Operating Corporation	Upper Panel Of A Drink Cup	D535,561	1/23/2007
Solo Cup Operating Corporation	Top Center Panel of a Cup Lid	D539602	10/24/2006
Solo Cup Operating Corporation	Lid	7513382	4/7/2009
Solo Cup Operating Corporation	Disposable Plate Having Improved Ergonomics	(11/549436)	(10/13/2006)
Solo Cup Operating Corporation	Container (Dipping Sauce Souffle)	D544755	6/19/2007
Solo Cup Operating Corporation	PLATE	D575990	9/2/2008
Solo Cup Operating Corporation	Drinking Cup with Game Piece	(11/518041)	(9/8/2006)
Solo Cup Operating Corporation	Container Lid With Closure Member	(11/548129)	(10/10/2006)
Solo Cup Operating Corporation	Reclosable Container Lid	(12/029240)	(2/11/2008)
Solo Cup Operating Corporation	Paperboard Container Having Increased Rigidity and Method of Manufacturing Thereof	(11/622952)	(1/12/2007)
Solo Cup Operating Corporation	Reclosable Container Lid	(11/872530)	(10/15/2007)
Solo Cup Operating Corporation	CUP WITH ORNAMENTAL BASE	(29/305200)	(3/14/2008)
Solo Cup Operating Corporation	Cup With Wave Pattern (Squaregrip Cup)	(29/320019)	(6/18/2008)
Solo Cup Operating Corporation	Cup	(29/320143)	(6/20/2008)
Solo Cup Operating Corporation	Sidewall Region of a Disposable Plate	D589300	3/31/2009
Solo Cup Operating Corporation	Outer Segment of a Disposable Plate	D589301	3/31/2009
Solo Cup Operating Corporation	DISPOSABLE PLATE	(29/334393)	(3/25/2009)
Solo Cup Operating Corporation	Method of producing disposable articles utilizing regrind polyethylene terephthalate (PET)	5503790	4/2/1996
Solo Cup Operating Corporation	Stackable Stemware	(11/533024)	(10/26/2006)
	Container With Indicator Means	(Unfiled)	
	Paper Plate Puzzle Game	(Unfiled)	
	Private Label Cup - Full Dress	(Unfiled)	
	Private Label Cup - Sidewall	(Unfiled)	
	Private Label Cup - Base	(Unfiled)	

**Schedule B**  
**U.S Trademarks and Trademark Applications**

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Reg. No. / (App. No.)</u>	<u>Filing Date</u>
Solo Cup Operating Corporation	<b>DESIGN ONLY [ANTHORA STEAMING CUPS DESIGN]</b>	2783976	10-Oct-02
Solo Cup Operating Corporation	BANANA BOAT	732001	27-Jan-60
Solo Cup Operating Corporation	BASIX	1852422	05-Mar-92
Solo Cup Operating Corporation	BIG KID	2867478	08-Oct-02
Solo Cup Operating Corporation	BISTRO	3597214	19-Oct-07
Solo Cup Operating Corporation	BUDGETWARE	1869629	13-Jan-94
Solo Cup Operating Corporation	CENTER PIECE	1679447	25-Mar-91
Solo Cup Operating Corporation	<b>DESIGN ONLY [CHAIN OF HEARTS DESIGN]</b>	0771663	27-Aug-63
Solo Cup Operating Corporation	CHALLENGE	1928261	14-Nov-94
Solo Cup Operating Corporation	CHECK OUT	3093888	29-Oct-03
Solo Cup Operating Corporation	CLARITY	1731170	16-Mar-92
Solo Cup Operating Corporation	CLEAR SHIELD	1357064	24-Jan-85
Solo Cup Operating Corporation	CLEARLIGHT	2347713	31-Aug-98
Solo Cup Operating Corporation	COZY	805827	22-Mar-65
Solo Cup Operating Corporation	CSN LOGO	1358304	24-Jan-85
Solo Cup Operating Corporation	CUP 'N LID COMBO	2576893	06-Nov-01
Solo Cup Operating Corporation	DELI GOURMET & DESIGN	1756899	18-Dec-90
Solo Cup Operating Corporation	DESIGN JAZZ	2344556	18-Jun-98
Solo Cup Operating Corporation	DESIGN JAZZ	2334533	18-Jun-98
Solo Cup Operating Corporation	DYNASTY	1127883	23-Aug-78
Solo Cup Operating Corporation	ECLIPSE	2933828	22-Aug-03
Solo Cup Operating Corporation	ECO-FORWARD	3609668	19-Nov-07
Solo Cup Operating Corporation	<b>DESIGN ONLY [FANCIFUL HEART DESIGN]</b>	2358370	06-May-98



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Solo Cup Operating Corporation	DESIGN ONLY [FANCIFUL HEART DESIGN]	753111	26-Jul-62
Solo Cup Operating Corporation	FIRMWARE	764871	20-Mar-63
Solo Cup Operating Corporation	FLEX-E-FORM	1833111	10-Mar-92
Solo Cup Operating Corporation	FLEX-E-FORM	1910009	15-Jul-94
Solo Cup Operating Corporation	FLEXSTYLE	1440644	11-Apr-86
Solo Cup Operating Corporation	FONDA	847218	06-Apr-67
Solo Cup Operating Corporation	DESIGN ONLY [FONDA BIRD DESIGN ]	1548343	14-Aug-87
Solo Cup Operating Corporation	GALAXY	1986782	03-Mar-95
Solo Cup Operating Corporation	GALLERY	1731169	05-Mar-92
Solo Cup Operating Corporation	GIVE YOURSELF A BREAK	2435696	06-Oct-98
Solo Cup Operating Corporation	GO CUP	2354183	31-Aug-98
Solo Cup Operating Corporation	GREAT FRIES	1021491	05-Apr-74
Solo Cup Operating Corporation	GUILDWARE (Stylized Letters)	707654	27-Jan-60
Solo Cup Operating Corporation	GUILDWARE	3426072	23-Aug-07
Solo Cup Operating Corporation	HIGHLIGHTS	2278854	01-Dec-97
Solo Cup Operating Corporation	IT'S MY SOLO CUP	(77/440476)	04-Apr-08
Solo Cup Operating Corporation	JACK FROST	3019184	01-Apr-04
Solo Cup Operating Corporation	JACK FROST & Design	2142185	13-Nov-96
Solo Cup Operating Corporation	JAZZ	958351	06-Apr-72
Solo Cup Operating Corporation	LEAF DESIGN	1838692	03-Jul-89
Solo Cup Operating Corporation	LEISURE WAY	2307407	02-Nov-98
Solo Cup Operating Corporation	LIFESTYLE	1839456	19-Jul-93
Solo Cup Operating Corporation	LILY	87365	02-Feb-1912
Solo Cup Operating Corporation	<b>LILY</b>		
Solo Cup Operating Corporation	LILY FESTIVA	2759741	03-Jul-01
Solo Cup Operating Corporation	LUMINA	1733113	16-Mar-92
Solo Cup Operating Corporation	MAXIMIZERS	2306329	09-Jul-99

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Solo Cup Operating Corporation	MERIDIAN	3418141	24-Sep-07
Solo Cup Operating Corporation	MICROGOURMET & DESIGN	1640527	06-Jun-90
Solo Cup Operating Corporation	MISCELLANEOUS DESIGN	752714	26-Jul-62
Solo Cup Operating Corporation	MISTIQUE	2644315	20-Jun-01
Solo Cup Operating Corporation	MTRENE	917451	03-Dec-70
Solo Cup Operating Corporation	MUNCHIE CUP	1769337	04-Dec-89
Solo Cup Operating Corporation	NESTRITE	290396	23-Apr-31
Solo Cup Operating Corporation	PERMA-FLEX STRAW	929283	21-Apr-71
Solo Cup Operating Corporation	POKER DRAW	1156421	23-Feb-79
Solo Cup Operating Corporation	ROUND THE CLOCK	2411443	11-Aug-99
Solo Cup Operating Corporation	SANI-PAC	726398	03-Apr-61
Solo Cup Operating Corporation	SERVING YOU, SERVING YOUR CUSTOMERS	3522602	22-Mar-06
Solo Cup Operating Corporation	SHADES	1920930	26-Apr-94
Solo Cup Operating Corporation	SHERRI S	956309	20-Mar-69
Solo Cup Operating Corporation	SIGNATURE COLORS	1970107	08-Jun-95
Solo Cup Operating Corporation	SILENT SERVICE	887326	07-May-69
Solo Cup Operating Corporation	SIMPLE ELEGANCE	2121107	18-Jul-96
Solo Cup Operating Corporation	SMARTWARE	2329998	28-Jun-99
Solo Cup Operating Corporation	SOLO	1855755	25-Oct-93
Solo Cup Operating Corporation	SOLO	1821397	14-May-93
Solo Cup Operating Corporation	SOLO	960679	19-Oct-71
Solo Cup Operating Corporation	SOLO	1090929	25-Oct-77
Solo Cup Operating Corporation	SOLO	1744571	24-Apr-92
Solo Cup Operating Corporation	SOLO (STYLIZED)	1754846	24-Apr-92
Solo Cup Operating Corporation	SOLO Logo	0922120	13-Jul-70
Solo Cup Operating Corporation	SOLO LOGO (VERTICAL)	2787364	16-May-02
Solo Cup Operating Corporation	SOLO PAK	1719493	14-Mar-91

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Solo Cup Operating Corporation	SOLOGRIPS	2953771	23-Jun-03
Solo Cup Operating Corporation	SOLOSERVE	1665076	28-Jan-91
Solo Cup Operating Corporation	SQUEEZUP	2346331	05-Sep-97
Solo Cup Operating Corporation	STACK PACK	2334095	23-Oct-96
Solo Cup Operating Corporation	SUNSATIONAL	2448241	03-Mar-99
Solo Cup Operating Corporation	SUPERIOR	1864442	16-Aug-93
Solo Cup Operating Corporation	SWEETHEART	795103	11-Jan-63
Solo Cup Operating Corporation	SWEETHEART	724048	27-Jan-60
Solo Cup Operating Corporation	SWEETHEART	2355998	06-May-98
Solo Cup Operating Corporation	SWEETHEART	377958	04-Dec-39
Solo Cup Operating Corporation	SWEETHEART	654599	11-Sep-56
Solo Cup Operating Corporation	SWEETHEART (Stylized)	437193	08-Feb-47
Solo Cup Operating Corporation	SWEETHEART SPACE SAV-R PAK	2895982	12-Oct-99
Solo Cup Operating Corporation	SWEETHEART SQUARE	2352726	01-Sep-98
Solo Cup Operating Corporation	THE GOURMET LID	1936166	10-Jun-94
Solo Cup Operating Corporation	TRAVELER	1492280	01-May-86
Solo Cup Operating Corporation	Traveler Plus	2776681	03-Jun-02
Solo Cup Operating Corporation	TROPHY	1146183	03-Mar-79
Solo Cup Operating Corporation	TROPHYGO	2938700	12-Sep-03
Solo Cup Operating Corporation	TROPHYGO	2938701	12-Sep-03
Solo Cup Operating Corporation	Design Only [TRVLELER LID DESIGN]	3284076	10-Jan-02
Solo Cup Operating Corporation	ULTRA COLORS	1954539	04-Nov-94
Solo Cup Operating Corporation	WE ARE HAPPY TO SERVE YOU	2781561	10-Oct-02
Solo Cup Operating Corporation	WOK-AWAY	2128602	13-Nov-96

**Schedule C**  
**U.S Copyrights and Copyright Applications**

Title	Reg. No.	Reg. Date	Debtor/Grantor
Disposables opportunity guide.	TXu 1332199	12/19/2006	Solo Cup Operating Corporation
Operation audit : finding opportunities for foodservice disposables.	TXu 1332476	12/19/2006	Solo Cup Operating Corporation
Symphony.	VAu 964008	5/21/2008	Solo Cup Operating Corporation
Dutch country.	VA 393303	2/26/1990	Solo Cup Operating Corporation
Lilies in bloom.	VA 392654	2/27/1990	Solo Cup Operating Corporation
Jazz.	VA 584133	8/17/1993	Solo Cup Operating Corporation
Sunsational.	VAu 457109	5/03/1999	Solo Cup Operating Corporation
Speedway 500.	VAu 457110	5/03/1999	Solo Cup Operating Corporation
Race USA.	VAu 457111	5/03/1999	Solo Cup Operating Corporation
Mystique.	VA 216088	2/21/1986	Solo Cup Operating Corporation
Silver tradition.	VA 216087	2/21/1986	Solo Cup Operating Corporation
Love's precious moment	VA 301768	5/10/1988	Solo Cup Operating Corporation
Interlude.	VA 301765	5/10/1988	Solo Cup Operating Corporation
Devotion.	VA 301767	5/10/1988	Solo Cup Operating Corporation
Something blue.	VA 301769	5/10/1988	Solo Cup Operating Corporation
Pearlescence.	VA 301766	5/10/1988	Solo Cup Operating Corporation
Sweetheart shower.	VA 301770	5/10/1988	Solo Cup Operating Corporation
2000 celebration!	VAu 441208	9/21/1998	Solo Cup Operating Corporation
Sherwood industries : fall 1999 : Catalog : no. 12.	VAu 472444	10/05/1999	Solo Cup Operating Corporation
Beanie castle : dwg. no. 335.	VA 995036	6/07/1999	Solo Cup Operating Corporation
Children clothes hanges : dwg no. 107.	VA 995035	6/07/1999	Solo Cup Operating Corporation
Personalized toy chest : dwg. no. 210.	VA 992416	6/07/1999	Solo Cup Operating Corporation
Heart waste basket : dwg. no. 082.	VA 992245	6/07/1999	Solo Cup Operating Corporation
Potato bin : dwg. no. 40.	VA 992244	6/07/1999	Solo Cup Operating Corporation
Shadow boxes : dwg. no. 235.	VA 992243	6/07/1999	Solo Cup Operating Corporation
Country corner shelf : dwg. no. 811.	VA 992242	6/07/1999	Solo Cup Operating Corporation
Animal magnets : dwg. no. 131.	VA 992241	6/07/1999	Solo Cup Operating Corporation
Deck planters : dwg. no. 586.	VA 992240	6/07/1999	Solo Cup Operating Corporation
Garden bench : dwg. no. 543.	VA 992239	6/07/1999	Solo Cup Operating Corporation
Wall organizer : dwg. no. 209.	VA 992238	6/07/1999	Solo Cup Operating Corporation
Wishing well : dwg no. 32.	VA 992370	6/07/1999	Solo Cup Operating Corporation
Deacon's storage bench : dwg no. 98.	VA 992369	6/07/1999	Solo Cup Operating Corporation
Quilt rack : dwg. no. 246.	VA 992368	6/07/1999	Solo Cup Operating Corporation
Corner cabinet : dwg. no. 236.	VA 992367	6/07/1999	Solo Cup Operating Corporation
Pie safe : dwg. no. 242.	VA 992366	6/07/1999	Solo Cup Operating Corporation
Jelly cupboard : dwg. no. 243.	VA 992365	6/07/1999	Solo Cup Operating Corporation
Hearth bookcase : dwg. no. 244.	VA 992364	6/07/1999	Solo Cup Operating Corporation
Diamond Tulip.	VA 883264	11/28/1997	Solo Cup Operating Corporation
Floating border.	VA 844304	2/20/1997	Solo Cup Operating Corporation
Fleur-de-lis 7 deluxe.	VA 844303	2/20/1997	Solo Cup Operating Corporation
Traditional ivy.	VA 844302	2/20/1997	Solo Cup Operating Corporation

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City bridge.	VA 710536	8/01/1995	Solo Cup Operating Corporation
Concentric star.	VA 710535	8/01/1995	Solo Cup Operating Corporation
Wright.	VA 710534	8/01/1995	Solo Cup Operating Corporation
Floral repeater.	VA 710533	8/01/1995	Solo Cup Operating Corporation
Hunting party.	VA 710532	8/01/1995	Solo Cup Operating Corporation
Panthers.	VA 710531	8/01/1995	Solo Cup Operating Corporation
Pyramids & panthers.	VA 710530	8/01/1995	Solo Cup Operating Corporation
Serengeti.	VA 710529	8/01/1995	Solo Cup Operating Corporation
Shields.	VA 710528	8/01/1995	Solo Cup Operating Corporation
Silver tulips.	VA 710527	8/01/1995	Solo Cup Operating Corporation
Spotted leopard.	VA 710526	8/01/1995	Solo Cup Operating Corporation
Morning star.	VA 708897	3/27/1995	Solo Cup Operating Corporation
Corner scroll.	VA 700220	3/27/1995	Solo Cup Operating Corporation
Tulip motif.	VA 700219	3/27/1995	Solo Cup Operating Corporation
Starbine.	VA 700218	3/27/1995	Solo Cup Operating Corporation
Merit curve.	VA 700217	3/27/1995	Solo Cup Operating Corporation
Firestar.	VA 700216	3/27/1995	Solo Cup Operating Corporation
Central city medallion.	VA 700215	3/27/1995	Solo Cup Operating Corporation