

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO. 1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOLO CUP OPERATING CORPORATION		08/11/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2033478	OCTAVIEW
Registration Number:	2211712	ISOBOX
Registration Number:	2601820	CREATIVE CARRYOUTS
Registration Number:	2821753	OCTABOWL
Registration Number:	3024269	FINISHING TOUCH
Registration Number:	3062243	MONSTERBOX
Registration Number:	3335029	EXPRESSIONS
Registration Number:	3335031	EXPRESSIONS
Registration Number:	3374388	ECO RETURN TO NATURE
Registration Number:	3374393	ECO
Registration Number:	3329504	READY ROLL
Registration Number:	3339909	READY ROLL

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Registration Number:	3732741	BARE
Serial Number:	77735371	ECO RETURN TO NATURE
Serial Number:	77735359	ECO
Serial Number:	77831775	ADVANTA
Serial Number:	77853225	R
Serial Number:	77962986	PERFECT PAK

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:	08/25/2010

Total Attachments: 6
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**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT NO. 1**

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO. 1 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement Supplement*") dated August 11, 2010, is made by Solo Cup Operating Corporation (the "*Grantor*") in favor of BANK OF AMERICA, N.A., as administrative agent (the "*Agent*") for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, Grantor, a Delaware corporation, and Solo Cup Company, a Delaware corporation (the "*Company*"), 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 the Agent, the lenders party thereto from time to time, the other agents and the guarantors party thereto from time to time. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated July 2, 2009 made by the Grantor and such other Persons to the 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 July 2, 2009 (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, the Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the 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 Grantor agrees as follows:

SECTION 1. Grant of Security. 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(e) 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) all 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 or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the 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 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 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.

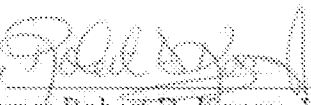
SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. 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 agent for the ABL Secured Parties referred to therein; U.S. Bank National Association, as Notchholder Collateral Trustee; Solo Cup Company; Solo Cup Operating Company; and the other subsidiaries of Solo Cup Company named therein (the "Intercreditor Agreement"). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the ABL Agent on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person.

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 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.

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

JTP

Address for Notices:
150 S. Saunders Road, Suite 150
Lake Forest, Illinois 60045

SCHEDULE A

PATENTS

Country	AppTitle	Status	AppNumber	PubDate	PatNumber	IssDate	DateCreated
US	D573,931 Design - Covered Food Tray (OctaView Shell Design)	Granted	29/043226	30-Aug-95	D373931	24-Sep-96	14-Apr-10
US	D376,259 Covered Food Tray (OctaView 3-C Design)	Granted	29/043300	31-Aug-95	D375259	05-Nov-96	14-Apr-10
US	D418,971 Covered Food Dish (IsoBox)	Granted	29/088750	01-Jun-98	D418371	04-Jan-00	14-Apr-10
US	USPN 6,572,909 Container Having Single Cycle Hinge and Use Thereof	Granted	09/068520	03-May-00	6572909	03-Jun-03	14-Apr-10
US	D489,254 Covered Food Dish (OctaBowl)	Granted	29/171985	03-Dec-02	D489254	04-May-04	14-Apr-10
US	D563,727 4-Compartment Tray Concave (Expressions)	Granted	29/261956	22-Jun-06	D563727	11-Mar-08	14-Apr-10
US	D568,687 4-Compartment Tray Concave (Expressions)	Granted	29/261956	22-Jun-06	D568687	13-May-08	14-Apr-10
US	D554,498 Container - Single Compartment (Expressions)	Granted	29/263918	31-Jul-06	D554498	06-Nov-07	14-Apr-10
US	D578,411 Food Tray - Single Compartment (Expressions)	Granted	29/263917	31-Jul-06	D578411	22-Jul-08	14-Apr-10
US	D554,531 2-Compartment Container (Expressions)	Granted	29/264073	03-Aug-06	D554531	06-Nov-07	14-Apr-10
US	D573,408 2-Compartment Food Tray (Expressions)	Granted	29/264071	03-Aug-06	D573408	22-Jul-08	14-Apr-10
US	D573,409 Food Tray (3 Compartment)	Granted	29/282371	18-Jul-07	D573409	23-Jul-08	14-Apr-10
US	D578,387 Container (3 Compartment)	Granted	29/282366	18-Jul-07	D578387	14-Oct-08	14-Apr-10
US	D577,995 Container (Single Compartment OctaView With One Cupholder)	Granted	29/284025	29-Aug-07	D577995	07-Oct-08	14-Apr-10
US	D578,877 Container (Single Compartment OctaView with Two Cupholders)	Granted	29/284032	29-Aug-07	D578877	21-Oct-08	14-Apr-10
US	D571,655 Container (Two Compartments OctaView with Two Cupholders)	Granted	29/284020	29-Aug-07	D571655	24-Jun-08	14-Apr-10
US	D596,903 Food Tray (Grab 'n Go)	Granted	29/323236	21-Aug-08	D596903	28-Jul-09	14-Apr-10
US	D596,499 Food Container (Grab 'n Go)	Granted	29/323244	21-Aug-08	D596499	21-Jul-09	14-Apr-10
US	Design - Food Container (Single Chamber) SN 29/350,812	Pending	29/350812	24-Nov-09			14-Apr-10
US	Design - Food Container (3 Chamber) SN 29/350,820	Pending	29/350820	24-Nov-09			14-Apr-10
US	Cup	Pending	29/351066	30-Nov-09			20-Nov-09
US	CUP WITH WAVE PATTERN	Pending	29/351383	04-Dec-09			22-Sep-09
US	Disposable Plate	Pending	29/353664	12-Jan-10			24-Nov-09
US	Two-Piece Insulated Cup	Pending	12/752974	19-Apr-10			27-Apr-10
US	Plate	Pending	29/361796	14-May-10			16-Sep-09
US	Bowl	Pending	29/361808	14-May-10			16-Sep-09
US	Plate	Pending	29/361798	14-May-10			14-May-10

SCHEDULE B

TRADEMARKS

Country	Trademark Name	CaseType	TrademarkStatus	AppNumber	FilDate	RegNumber	RegDate	DateCreated
US	OCTAVIEW	ORD	Registered	74/712118	07-Aug-95	2033478	28-Jan-97	14-Apr-10
US	ISOBOK	ORD	Registered	75/251396	04-Mar-97	2211712	15-Dec-98	14-Apr-10
US	CREATIVE CARRYOUTS	ORD	Registered	75/840748	04-Nov-99	2601820	30-Jul-02	14-Apr-10
US	OCTABOWL	ORD	Registered	78/123831	19-Apr-02	2821753	09-Mar-04	14-Apr-10
US	FINISHING TOUCH	ORD	Registered	78/135534	15-Jun-02	3024266	06-Dec-05	14-Apr-10
US	MONSTERBOX	ORD	Registered	78/409003	27-Apr-04	3062243	28-Feb-06	14-Apr-10
US	EXPRESSIONS	ORD	Registered	78/919182	28-Jun-06	3335029	13-Nov-07	14-Apr-10
US	EXPRESSIONS (stylized)	ORD	Registered	78/919251	28-Jun-06	3335031	13-Nov-07	14-Apr-10
US	ECO RETURN TO NATURE	ORD	Registered	78/949985	31-Jul-06	3374386	22-Jan-08	14-Apr-10
US	ECO (stylized)	ORD	Registered	78/941456	31-Jul-06	3374393	22-Jan-08	14-Apr-10
US	READY ROLL	ORD	Registered	78/946769	07-Aug-06	3379904	06-Nov-07	14-Apr-10
US	READY ROLL (stylized)	ORD	Registered	78/947034	08-Aug-06	3359609	20-Nov-07	14-Apr-10
US	BARE	ORD	Registered	77/978393	12-Oct-07	3732741	29-Dec-09	07-Oct-09
US	ECO RETURN TO NATURE	ORD	Pending	77/735371	12-May-09			14-Apr-10
US	ECO (stylized)	ORD	Pending	77/735359	12-May-09			14-Apr-10
US	ADVANTA	ORD	Pending	77/831775	22-Sep-09			14-Apr-10
US	K WITH 3 LEAVES Design	PRI	Pending	77/853225	20-Oct-09			20-Oct-09
US	PERFECT PAK	PRI	Pending	77/962986	18-Mar-10			12-Mar-10

SCHEDULE C

COPYRIGHTS

None.