

05-14-1998

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 000 ▼

To the Honorable Commission

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sweetheart Cup Company Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: October 24, 1997

2. Name and address of receiving party(ies):

Name: BankAmerica Business Credit, Inc.,
as Agent

Internal Address:

Street Address: 40 East 52nd Street

City: New York State: NY ZIP: 10022

- ☐ Individual(s) citizenship:
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ 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 patent number(s):

A. Trademark Application No.(s)

75/136,166

B. Trademark Registration No.(s)

677,442

Additional numbers attached? ☒ Yes ☐ No

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

Name: Gary Bernstein, ESq.

Internal Address: Kaye, Scholer, Fierman,

Hays & Handler, LLP

Street Address:

425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

Signature

Date

NAOMI J. SHREVE

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box 486
Washington, D.C. 20231

725 FRAME: 0028

05/14/1998 11:03 AM 0000069 677442

01 FC:461
02 FC:462

**SCHEDULE A
TO COLLATERAL ASSIGNMENT
FOR SECURITY IN
U.S. TRADEMARKS**

Trademarks

Reg. No.	Mark	Reg. Date
677,442	NUTTY BUDDY	4/21/59
958,351	JAZZ	5/8/73
1,113,640	SUPER BOWL	2/20/79

Trademark Applications

Application Number	Mark	Publication Date
75/136,166	SIMPLE ELEGANCE	4/22/97
75/352778	SQUEEZEUP	9/5/97

**COLLATERAL ASSIGNMENT FOR
SECURITY IN U.S. TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SWEETHEART CUP COMPANY INC., a Delaware corporation ("Assignor"), with principal offices at 10100 Reisterstown Road, Owings Mills, Maryland 21117, hereby grants to BANKAMERICA BUSINESS CREDIT, INC., with principal offices at 40 East 52nd Street, New York, New York 10022, as Agent (in such capacity, the "Assignee") for the benefit of the Secured Creditors (as defined in the Borrower Security Agreement referred to below), a security interest in all of Assignor's right, title and interest in and to the U.S. trademark and service mark registrations and applications therefor set forth on Schedule A hereto (the "Marks"), together with the goodwill of the business symbolized by the Marks, and all claims for damages for past infringement of such Marks.

This Collateral Assignment for Security is made to secure the satisfactory performance of all of the Obligations, as such term is defined in the Amended and Restated Borrower Security Agreement, dated as of October 24, 1997 (as further amended, modified and supplemented from time to time, the "Borrower Security Agreement"), between the Assignor and the Assignee, and is subject to the terms of such Borrower Security Agreement. This Collateral Assignment shall terminate on the Payment and Termination Date (as defined in the Borrower Security Agreement) at which time, at the request and expense of the Assignor, the Assignee shall execute and deliver to Assignor a proper instrument or instruments acknowledging the satisfaction and termination of the Borrower

Security Agreement as to the Assignor and releasing (without representation or warranty) the security interest in the Marks acquired under this Collateral Assignment.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,
has caused this instrument to be executed on the date first written below.

SWEETHEART CUP COMPANY INC.

By Roger H. Ludahl
Title: Treasurer

Dated as of October 24, 1997