

07-01-1999



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type 4-12-99

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

04/15/1999 JSHABAZZ 00000188 1705064

FOR OFFICE USE ONLY

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NO SPEC
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1889 FRAME: 0952

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark If additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1705064"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Allison Z. Gifford

Name of Person Signing

Signature

4/8/99

Date Signed

ATTACHMENT TO RECORDATION FORM COVER SHEET (TRADEMARKS ONLY)

The attached document previously recorded reflects an error on the Recordation Form Cover Sheet. On the document recorded on March 30, 1998 at Reel 1708, Frame 0009, and also on the Schedule A, both attached, the Registration Number "1,705,064" reads incorrectly as "1,705,604."

FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Tab settings

04-07-1998



100678556

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

MAR 30 1998

To the Honorable Commissioner of Patents and Trademarks: Please attach original documents or copy thereof.

1. Name of conveying party(ies):

WinCup Holdings, L.P.

3-30-98

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, 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: July 7, 1997

2. Name and address of receiving party(ies)

Name: WinCup Holdings, Inc.

Internal Address:

Street Address: 7980 West Buckeye Road

City: Phoenix State: AZ ZIP: 85043

- 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)

B. Trademark Registration No.(s)

Table with 4 columns of application and registration numbers.

Additional numbers attached? Yes No

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

Name: Robert E. Rosenthal, Esq.

Internal Address: Duane, Morris & Heckscher LLP

Street Address: One Liberty Place

City: Philadelphia State: PA ZIP: 19103-7396

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41): \$ 415.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paid 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.

Robert E. Rosenthal Name of Person Signing

Signature

3/26/98

Date

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

5

ASSIGNMENT

This Assignment, effective July 7, 1997, between the undersigned, WinCup Holdings, L.P., a Delaware limited partnership, having offices at 735 Chesterbrook Boulevard, Wayne, Pennsylvania 19087-5638, (the "Assignor"), and WinCup Holdings, Inc., a Delaware corporation, with its principal place of business located at 7980 West Buckeye Road, Phoenix, Arizona 85043, (the "Assignee"), transfers and assigns from Assignor to Assignee, pursuant to a Transfer and Dissolution Agreement between Radnor Holdings Corporation, the sole limited partner of WinCup Holdings, L.P., and WinCup Holdings, Inc., the sole general partner of WinCup Holdings, L.P., all right, title, and interest in and to the trademark registrations in the United States Patent and Trademark Office identified and described in Schedule A attached hereto, and the goodwill of the business associated therewith (collectively, the "Trademarks").

The Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Trademarks, free and clear of all liens and encumbrances, together with all of the goodwill of the entire business associated with and symbolized by such Trademarks, the registrations thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademarks, for the use and behoof of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office.

After execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademarks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademarks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

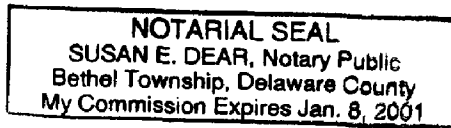
WINCUP HOLDINGS, L.P.
By: WinCup Holdings, Inc.
Sole General Partner

By: Cy Williamson
Name: Cy Williamson
Title: VP and Corporate Counsel.

This 4th day of MARCH, 1998, before me personally came the before-mentioned Cy Williamson known as the individual who executed the foregoing Assignment, who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed, and in the capacity therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

Susan E. Dear
Notary Public



SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>DATE</u>	<u>GOODS</u>	<u>OWNER</u>
✓ STYROCOLORS Stylized Letters	1,713,766	21	09/08/92	Disposable plastic cups	WinCup Holdings, L.P.
? SIMPLICITY	1,705,604	21	08/04/92	Disposable plastic cups and bowls	WinCup Holdings, L.P.
✓ PROFIT PALS	1,811,558	21	12/14/93	Disposable plastic cups	WinCup Holdings, L.P.
✓ ON-THE-GO	1,768,085	21	04/27/93	Disposable plastic cups	WinCup Holdings, L.P.
✓ THE BIG COOL	1,540,541	21	05/23/89	Insulated foamed plastic beverage cups	WinCup Holdings, L.P.
✓ STYROWEAVE	1,541,594	21	05/30/89	Plastic foamed cups and food service containers	WinCup Holdings, L.P.
✓ STYROCUP	1,340,796	21	06/11/85	Plastic drinking cups	WinCup Holdings, L.P.
✓ STYROPRODUCTS Stylized Letters	953,376	20	02/20/73	Plastic food service and storage - namely, cups and tumblers, and covers therefor	WinCup Holdings, L.P.
✓ STYROWARE Stylized Letters	951,103	21	01/23/73	Plastic food service products - namely, plastic cups and tumblers, and covers therefor	WinCup Holdings, L.P.
✓ STYROCONTAINER	926,058	21	12/28/71	Plastic food service containers	WinCup Holdings, L.P.
✓ STYROLID	881,374	20	11/25/69	Covers for plastic containers and cups	WinCup Holdings, L.P.

1,705,604

<u>MARK</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>DATE</u>	<u>GOODS</u>	<u>OWNER</u>
✓ HANDI-KUP HK DESIGN	1,727,681	21	10/27/92	Disposable plastic food service ware, namely, cups, bowls, and lids therefor	WinCup Holdings, L.P.
✓ HANDI-PAK	1,699,837	21	7/7/92	Disposable cups	WinCup Holdings, L.P.
✓ DESIGN ONLY	1,705,056	21	08/04/92	Disposable plastic cups	WinCup Holdings, L.P.
✓ DESIGN ONLY	1,400,358	21	07/08/86	Plastic foamed cups and food service containers	WinCup Holdings, L.P.
✓ DESIGN ONLY	951,619	21	01/30/73	Plastic food service containers and covers therefor - namely, cups, tumblers, saucers, bowls, buckets, dishes and lids	WinCup Holdings, L.P.

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