

09-06-2000



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09-05-2000 12:44

8.4.00

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

- 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  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Sweetheart Cup Company Inc.

06 13 2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name State Street Bank and Trust Co. of CT , N.A.

DBA/AKA/TA Owner Trustee

Composed of \_\_\_\_\_

Address (line 1) 225 Asylum Street, 23rd Floor

Address (line 2) \_\_\_\_\_

Address (line 3) Hartford

CT/USA

06103

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other National Banking Association

Citizenship/State of Incorporation/Organization \_\_\_\_\_

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.)

09/05/2000 NTHA11

00000135 75480355

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
2850.00 DP

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

**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)**

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<input type="text" value="75 480,688"/>	<input type="text" value="75 547,738"/>	<input type="text" value="75 643,865"/>
<input type="text" value="75 545,229"/>	<input type="text" value="75 566,600"/>	<input type="text" value="75 651,250"/>

<input type="text" value="87,365"/>	<input type="text" value="377,958"/>	<input type="text" value="605,647"/>
<input type="text" value="171,409"/>	<input type="text" value="379,130"/>	<input type="text" value="619,714"/>
<input type="text" value="290,396"/>	<input type="text" value="437,193"/>	<input type="text" value="654,599"/>

**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.)

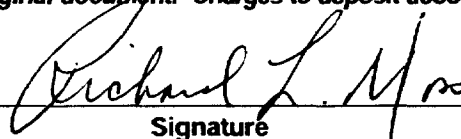
Deposit Account Number: #

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.

Richard L. Moss, Esq.  
Name of Person Signing

  
Signature

8/4/00  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

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

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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**Trademark Application Number(s)**

**Registration Number(s)**

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RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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Execution Date  
Month Day Year

Name Sweetheart Cup Company Inc.

06 13 2000

Formerly

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Other

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DBA/AKA/TA Owner Trustee

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 Corporation  Association

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Other National Banking Association

Citizenship/State of Incorporation/Organization

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Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)


795,103	856,993	894,091
806,553	856,994	917,451
810,821	856,995	929,283
848,982	856,996	943,855
850,828	863,297	958,351
850,839	867,135	960,685
856,819	887,952	1,018,844

**RECORDATION FORM COVER SHEET  
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FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
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**Registration Number(s)**

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<input type="text" value="1,231,303"/>	<input type="text" value="1,421,116"/>	<input type="text" value="1,733,113"/>

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**RECORDATION FORM COVER SHEET  
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<input type="text" value="726,398"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="887,326"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of June 1, 2000, by SWEETHEART CUP COMPANY INC. (the "Debtor"), in favor of STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (the "Secured Party").

### Recitals

A. The Secured Party and the Debtor are parties to that certain Lease Agreement dated as of June 1, 2000 (as amended, supplemented, or otherwise modified, the "Lease"). Capitalized terms used herein without definition have the meanings provided in the Participation Agreement, dated as of June 1, 2000 (the "Participation Agreement"), by and among the Debtor, as lessee, the Owner Participants (as defined therein), Sweetheart Holdings Inc., as guarantor, and the Secured Party, not in its individual capacity except as expressly stated therein, but solely as Owner Trustee. The Rules of Usage and Document Conventions set forth in Appendix A to the Participation Agreement apply to this Agreement, except to the extent such rules are inconsistent with the provisions hereof.

B. To secure the Secured Obligations ("Obligations"), the Debtor has agreed to enter into this Agreement.

C. The Secured Party and Bank of America N.A., as agent for certain Lenders pursuant to the BA Loan Agreement and as Collateral Agent (as defined in the Intercreditor Agreement), are parties to that certain Intercreditor Agreement dated as of June 1, 2000 (as in effect on the date hereof, the "Intercreditor Agreement") to, among other things, establish the priority of the security interest of the Secured Party with respect to the Collateral (as hereinafter defined).

### Agreement

NOW THEREFORE, in consideration of the premises and in order to induce the Secured Party to enter into the Lease, the Debtor hereby agrees with the Secured Party as follows:

1. Creation of Security Interest. In order to secure the payment of and performance of all Obligations, the Debtor hereby grants to the Secured Party a security interest in all of the Debtor's United States and Canadian trademarks, trademark registrations, tradenames and trademark applications that, in each case, are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of Canada or used in the United States, any state, territory or possession thereof or Canada, including, without limitation, the trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights



corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"); and the goodwill of the Company's business connected with and symbolized by the Trademarks. All of the foregoing shall be the "Collateral," it being understood that the Collateral shall not include Excluded Sale/Leaseback Assets (as such term is defined in the Intercreditor Agreement).

2. Restrictions on Future Agreements. Until the Obligations shall have been satisfied in full, the Debtor will not without the Secured Party's prior written consent, which consent shall not be unreasonably withheld or delayed, (a) enter into any agreement that is inconsistent with the Debtor's obligations under this Agreement or any Security Documents to which the Debtor is a party, (b) intentionally take any action, or permit any action to be taken by others subject to its control, or intentionally fail to take any action (including, without limitation, the intentional abandonment of any Trademark that is material to the conduct of the Debtor's business as then conducted), that would adversely affect the validity or enforceability of the rights transferred to the Secured Party under this Agreement, other than actions or failures to take action with respect to any Trademark not material to conduct of the Debtor's business, or (c) enter into any other contractual obligations (other than the Amended and Restated Borrower Intellectual Property Agreement, dated as of October 24, 1997, between the Debtor and the Bank of America, N.A., as agent, and the Intercreditor Agreement) that would restrict or inhibit the Secured Party's rights to sell or otherwise dispose of the Collateral or any part thereof after the occurrence of a Lease Event of Default (subject to Section 11 hereof);

provided, however, that the Debtor may, without the Secured Party's consent, grant one or more nonexclusive, transferable licenses under the Trademarks, provided that (i) each such license is subject to the terms of this Agreement; (ii) that such license is not otherwise inconsistent with the Debtor's obligations under this Agreement, the Participation Agreement or any Security Documents to which the Debtor is a party; and (iii) within 15 days the Debtor shall give the Secured Party written notice of such grant;

provided, further, that in connection with any Refinancing Indebtedness (as defined in the Intercreditor Agreement) the Debtor may, without the Secured Party's consent, enter into agreements with respect to the Trademarks as set forth in Sections 3.11 and 3.12 of the Intercreditor Agreement;

provided, further, that upon receipt of a request by the Debtor for the Secured Party's consent to enter into an agreement for the assignment or exclusive license of one or more of the Trademarks for fair market value in an arms-length transaction, the Secured Party shall give prompt consideration to such request and respond to such request within a reasonable time; failure of the Secured Party to respond to the Debtor's request for consent within 30 days of such a request being delivered in accordance with Section 12 of this Agreement shall constitute consent of the Secured Party for purposes of this Section 2; and

provided further, that if the Secured Party consents to such assignment or exclusive license of one or more of the Trademarks, the Secured Party shall, upon receipt of a request from the Debtor, promptly (and in no event later than 30 days after such request) execute and deliver a

written release of its interest with respect to the Trademarks that are the subject of such assignment or exclusive license; and the Secured Party hereby authorizes the Debtor to modify this Agreement by amending Schedule A to delete any trademark registrations or trademark applications that have been assigned or exclusively licensed to a third party with the prior written consent of the Secured Party; and,

provided further, that promptly, but no later than 5 Business Days after the receipt of any proceeds resulting from such assignment or exclusive license, the Debtor shall pay such proceeds to the Designated Depository Institution (as such term is defined in the Security Agreement) to be held as Collateral (as such term is defined in the Security Agreement).

3. Trademarks. The Debtor represents and warrants that, to the best of its knowledge, the Trademarks listed on Schedule A constitute all of the unexpired trademark registrations and applications for trademark registration that are as of the date hereof owned by or are pending on behalf of the Debtor in the United States (as set forth on Schedule A).

4. Additional Representations and Warranties. The Debtor hereby represents, warrants, covenants and agrees that:

(a) Except for the rights granted under the BA Loan Agreement and the Loan Documents (as defined in the BA Loan Agreement), the execution, delivery and performance of which have been consented to by the Secured Party, and as otherwise provided herein or in the Participation Agreement and except as provided in Schedule B, it is the owner of all its right, title and interest in the Collateral, free from any Lien except for the security interest granted pursuant to this Agreement (other than Permitted Encumbrances).

(b) Except as set forth in Schedule B, it has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral.

(c) After the date hereof and prior to termination of this Agreement pursuant to Section 5, it will not execute, and there will not be on file in any public office, any financing statement or other document or instruments evidencing or giving notice of liens affecting the Collateral other than Permitted Encumbrances.

(d) To its knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect the fair market value of the Trademarks or the benefits of this Agreement granted to the Secured Party, including, without limitation, the remedies of the Secured Party hereunder.

(e) There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which the Debtor is a party.

5. Release and Term. Notwithstanding anything to the contrary provided herein, subject to the Intercreditor Agreement, after the application to the payment of the Secured Obligations of the proceeds of Collateral hereunder and under the other Security Documents in an aggregate amount of \$165,000,000, any funds or Collateral in excess thereof shall be remitted

or delivered, as the case may be, to the Debtor. Upon the earlier of (i) the Obligations having been paid in full or (ii) the expiration of each of the Trademarks, this Agreement shall terminate and the Secured Party shall execute and deliver to the Debtor all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in the Debtor full title to the Trademarks, subject to any disposition thereof that may have been made by the Secured Party pursuant hereto. Such reassignment and redelivery shall be without warranty by or recourse to the Secured Party, except as to the absence of any prior assignments by the Secured Party of its interest in the Trademarks, and shall be at the expense of the Debtor. In addition, the security interest granted herein shall be automatically released with respect to all or any part of the Trademarks as provided in Section 3.5 of the Intercreditor Agreement.

6. Duties of the Debtor. Until all Obligations then due and owing shall have been paid in full and this Agreement shall have been terminated, the Debtor shall (i) prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof and that is material to the Debtor's business as then conducted, (ii) make application on trademarks that are part of the Collateral as it deems appropriate in its business judgment, (iii) take all action reasonably necessary in its business judgment to preserve and maintain all rights in trademark applications, trademarks, tradenames and trademark registrations that are part of the Trademarks, that are material to the business of the Debtor as then conducted, including the payment of all maintenance fees; (iv) not intentionally abandon any right to file a trademark nor any pending trademark application if in its business judgment the value thereof could be expected to justify the cost of obtaining such trademark, and (v) not intentionally abandon any Trademark that is material to the business of the Debtor as then conducted. Any expenses incurred in connection with the applications referred to in this Section 6 shall be borne by the Debtor. The Debtor agrees to retain or employ an experienced attorney for the filing and prosecution of all such applications and other proceedings. The Debtor shall keep the Secured Party advised on a current basis of the abandonment of any Trademark or Trademark application, and the grant of any nonexclusive license, to the extent such Trademarks or trademark applications are part of the Collateral.

If the Debtor fails to comply with any of the foregoing duties, the Secured Party may so comply in the Debtor's name to the extent permitted by law, but at the Debtor's expense, and the Debtor hereby agrees to reimburse the Secured Party in full for all reasonable expenses, including the reasonable fees and disbursements of attorneys and paralegals incurred by the Secured Party in protecting, defending and maintaining the Collateral.

If the Debtor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any Lien prohibited hereby, or shall fail to comply with any other duty hereunder, the Secured Party may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Debtor, and all moneys so paid out shall be a part of the Obligations of the Debtor repayable on demand, together with interest at the Overdue Rate.

The Debtor shall take all action reasonably necessary to preserve and maintain the validity, perfection and priority of the Secured Party's interest granted herein in the Collateral, subject to Permitted Encumbrances.

7. Secured Party's Right to Sue. From and after the occurrence and during the continuance of a Lease Event of Default, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Collateral, and any licenses thereunder, and, if the Secured Party shall commence any such suit, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by the Secured Party in aid of such enforcement and the Debtor shall indemnify and shall, upon demand, promptly reimburse the Secured Party for all damages and reasonable costs and expenses, including reasonable attorneys' fees and expenses, incurred by the Secured Party in the exercise of its rights under this Section 7.

8. Waivers. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Amendments. This Agreement or any provision thereof may be changed, waived, or terminated only by a writing executed by the parties hereto or in the manner set forth in Sections 2 hereof and, in either instance, in accordance with the terms and provisions of the Trust Agreement and the Intercreditor Agreement.

10. Remedies. Subject to the terms of the Intercreditor Agreement, if any Lease Event of Default shall have occurred and be continuing, the Secured Party shall be entitled to exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, and in the other Operative Documents or otherwise available to it, all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of New York ("UCC"), whether or not the UCC applies to the Collateral, and also may (i) require the Debtor, and the Debtor hereby agrees that it will upon the written request of the Secured Party, forthwith, (A) execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all right, title and interest in and to the Trademarks and (B) take such other action as the Secured Party may request to effectuate the outright assignment of such Trademarks or to exercise, register or further perfect and protect its rights and remedies with respect to such assigned Trademarks, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as the Secured Party may deem commercially reasonable. The Debtor agrees that at least ten days' notice to the Debtor of the time and place of any public sale or the time that any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Secured Party may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may setoff the amount of such price against the Obligations. The proceeds realized from the sale of any Collateral shall be applied as provided in the Security Agreement. If any deficiency shall arise, the Debtor shall remain liable to the Secured Party therefor. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect the

Secured Party's interest in the Collateral until the Obligations are paid. The Debtor agrees that the Secured Party has no obligation to preserve rights to the Collateral against any other parties.

11. Cumulative Remedies; Power of Attorney. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby, by any other Security Document, or by law shall be cumulative and may be exercised singularly or concurrently. The Debtor hereby authorizes the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its sole discretion, as the Debtor's true and lawful attorney-in-fact, with power, from and after the occurrence and during the continuance of a Lease Event of Default and subject to the terms of the Intercreditor Agreement to (a) endorse the Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Trademarks, including, without limitation, if the Debtor fails to execute and deliver within three Business Days of the Secured Party's written request therefor the assignment substantially in the form of Exhibit A hereto, (b) take any other actions with respect to the Trademarks as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof in accordance with the terms hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and this Agreement has been terminated. The Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the other Security Documents but rather is intended to facilitate the exercise of such rights and remedies.

12. Notice. Any notice, approval, consent or other communication to any party hereunder shall be in the form and manner, and to the addresses as set forth in the Appendix A to the Participation Agreement.

13. Continuing Security Interest; Binding Effect; Benefits of Agreement. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of all Obligations (ii) be binding upon the Debtor its successors and assigns, and (iii) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors and permitted, transferees and assigns.

14. Authority of Secured Party. The Secured Party shall have and be entitled to exercise all powers hereunder that are specifically delegated to the Secured Party by the terms hereof, together with such powers as are reasonably incident thereto. The Secured Party may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. The Secured Party and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Neither the Secured Party nor any director, officer, employee, attorney or agent of the Secured Party shall be liable to the Debtor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence, willful misconduct or as otherwise

provided in Section 18(f), nor shall the Secured Party be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. The Debtor agrees to indemnify and hold harmless the Secured Party and any other person from and against any and all reasonable costs and expenses (including reasonable attorney's fees and expenses), claims or liability incurred by the Secured Party or such person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of the Secured Party or such person or as otherwise provided in Section 18(f).

15. Waiver. To the fullest extent it may lawfully so agree, the Debtor agrees that it will not at any time insist upon, claim, plead, or take any benefit or advantage of any appraisal, valuation, stay, extension, moratorium, redemption or similar law now or hereafter in force in order to prevent, delay, or hinder the enforcement hereof or the absolute sale of any part of the Collateral. The Debtor for itself and all who claim through it, so far as it or they now or hereafter lawfully may do so, hereby waives the benefit of all such laws, and all right to have the Collateral marshalled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Agreement may order the sale of the Collateral as an entirety.

16. Interpretation of Agreement. Notwithstanding anything to the contrary provided for herein, this Agreement (including without limitation the rights of the Secured Party set forth herein) is subject to the terms and provisions of the Intercreditor Agreement. To the extent any term or provision of this Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control with respect to such term or provision. All references herein to the Intercreditor Agreement are to the Intercreditor Agreement as in effect on the date hereof. Notwithstanding anything to the contrary contained in this Agreement, the Secured Party shall not be required to exercise any rights or remedies hereunder or give any consent or enter into any agreement amending, modifying, supplementing or waiving any provision hereof unless it shall have been directed to do so by the appropriate Persons pursuant to the Operative Documents.

17. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Secured Party in respect of the Obligations is rescinded or must otherwise be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Debtor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

18. GOVERNING LAW; SUBMISSION TO JURISDICTION WAIVER OF JURY TRIAL; WAIVER OF DAMAGES. (a) THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK, AND ANY DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THE DEBTOR AND THE SECURED PARTY IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK.

(a) EXCEPT AS PROVIDED IN THE NEXT PARAGRAPH, THE DEBTOR AND THE SECURED PARTY AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE OR FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK, BUT THE DEBTOR AND THE SECURED PARTY ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK, NEW YORK. THE DEBTOR WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(b) THE DEBTOR AGREES THAT THE SECURED PARTY SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST THE DEBTOR OR THE TRADEMARKS IN A COURT IN ANY LOCATION REASONABLY SELECTED IN GOOD FAITH TO ENABLE THE SECURED PARTY TO REALIZE ON THE TRADEMARKS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE SECURED PARTY. THE DEBTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS, SETOFFS OR CROSS CLAIMS IN ANY PROCEEDING BROUGHT BY THE SECURED PARTY TO REALIZE ON THE TRADEMARKS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE SECURED PARTY. THE DEBTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE SECURED PARTY HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(c) THE DEBTOR AND THE SECURED PARTY EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

(d) THE DEBTOR (I) AGREES THAT THE SECURED PARTY SHALL NOT HAVE ANY LIABILITY TO THE DEBTOR (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) FOR LOSSES SUFFERED BY THE DEBTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THE TRANSACTIONS CONTEMPLATED AND THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE SECURED PARTY (WHICH JUDGMENT SHALL BE FINAL AND NOT SUBJECT TO REVIEW ON APPEAL), THAT SUCH LOSSES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE SECURED PARTY,

CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR EXCEPT AS OTHERWISE PROVIDED IN SECTION 18(f) HEREOF AND (II) WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM AGAINST THE SECURED PARTY (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE), EXCEPT A CLAIM BASED UPON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR AS OTHERWISE PROVIDED IN SECTION 18(f) HEREOF. WHETHER OR NOT SUCH DAMAGES ARE RELATED TO A CLAIM THAT IS SUBJECT TO THE WAIVER EFFECTED ABOVE AND WHETHER OR NOT SUCH WAIVER IS EFFECTIVE, THE SECURED PARTY SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ANY CLAIM FOR, ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES SUFFERED BY THE DEBTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED OR THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH. UNLESS IT IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE SECURED PARTY (WHICH JUDGMENT SHALL BE FINAL AND NOT SUBJECT TO REVIEW ON APPEAL), THAT SUCH DAMAGES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE SECURED PARTY, CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR AS OTHERWISE PROVIDED IN SECTION 18(f) HEREOF.

(e) THE DEBTOR WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE SECURED PARTY OF ITS RIGHTS FROM AND AFTER THE OCCURRENCE OF A LEASE EVENT OF DEFAULT TO REPOSSESS THE TRADEMARKS WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE TRADEMARKS OR OTHER SECURITY FOR THE OBLIGATIONS. THE DEBTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE SECURED PARTY IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON TRADEMARKS OR OTHER SECURITY FOR THE OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE SECURED PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION THIS AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN THE DEBTOR AND THE SECURED PARTY.

(f) The Trust Company is entering into this Agreement solely as the Owner Trustee and not in its individual capacity, and in no case whatsoever shall it or any entity or Person acting as successor owner trustee under the Trust Agreement be personally liable for any obligation or loss in respect of any of the statements, representations, warranties, agreements or obligations of the Owner Trustee hereunder, except that the Owner Trustee shall be liable, in its individual capacity, (i) for its own willful misconduct or gross negligence; (ii) in the case of the inaccuracy of any of its representations or warranties or the failure to perform any covenant of the Owner Trustee in its individual capacity contained in or referred to in Section 4.04 of the Participation Agreement; and (iii) for the failure to use ordinary care in the receipt and disbursement of monies actually received by it under the Operative Documents.



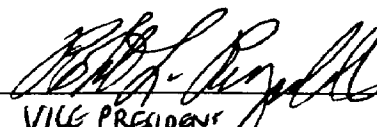
IN WITNESS WHEREOF, the Debtor has duly executed and delivered this Agreement as of the day and year first above written.

SWEETHEART CUP COMPANY INC.

By:   
Its VICE PRESIDENT

By its acceptance hereof, as of the day and year first above written, the Secured Party agrees to be bound by the provisions hereof.

STATE STREET BANK AND TRUST  
COMPANY OF CONNECTICUT, NATIONAL  
ASSOCIATION, not in its individual capacity but  
solely as Owner Trustee, as Secured Party

By:   
Its VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OR STATE OF New York :

COUNTY OF New York :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 13<sup>th</sup> day of June, 2000, personally appeared DANIEL M. CARSON to me known personally, and who, being by me duly sworn, deposes and says that he is the VICE PRESIDENT of Sweetheart Cup Company Inc., a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said DANIEL M. CARSON acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

URSULA M. O'CONNOR  
Notary Public, State of New York  
No. 4936314  
Qualified in Westchester County  
Commission Expires: 7/5/00

Notary Public  
My commission expires: 7/5/00

SCHEDULE A TO  
TRADEMARK SECURITY AGREEMENT  
U.S. TRADEMARKS

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>
87,365	07/09/12
171,409	08/07/23
290,396	01/05/32
377,958	05/21/40
379,130	07/02/40
437,193	03/09/48
605,647	05/10/55
619,714	01/24/56
654,599	11/19/57
655,302	12/03/57
677,442	04/21/59
703,727	09/06/60
706,149	10/25/60
707,654	11/29/60
709,796	01/17/61
710,392	01/31/61
722,418	10/03/61
724,048	11/21/61
726,398	01/16/62
731,688	05/22/62
732,001	05/29/62
752,714	07/16/63
753,111	07/23/63
761,897	12/24/63
766,939	03/24/64
771,663	06/23/64
776,401	09/08/64
779,253	11/03/64

Sch. A-1

KL2:2041399.7

**TRADEMARK**  
**REEL: 002124 FRAME: 0865**

U.S. Trademark Registration No.Registration Date

782,570	12/29/64
782,968	01/05/65
785,005	02/16/65
787,091	03/23/65
787,101	03/23/65
795,103	08/31/65
806,553	04/05/66
810,821	07/05/66
848,982	05/14/68
850,828	06/18/68
850,839	06/18/68
856,819	09/17/68
856,993	09/17/68
856,994	09/17/68
856,995	09/17/68
856,996	09/17/68
863,297	01/07/69
867,135	03/25/69
887,326	03/10/70
887,952	03/17/70
894,091	07/07/70
917,451	08/03/71
929,283	02/15/72
943,855	10/03/72
958,351	05/08/73
960, 685	06/12/73
1,018,844	08/26/75
1,021,491	09/30/75
1,077,900	11/22/77
1,127,883	12/18/79
1,146,183	01/20/81

Sch. A-2

U.S. Trademark Registration No.Registration Date

1,156,421	06/02/81
1,226,011	02/01/83
1,231,303	03/15/83
1,247,103	08/02/83
1,304,974	11/13/84
1,328,448	04/02/85
1,405,880	08/19/86
1,407,735	09/02/86
1,407,736	09/02/86
1,415,024	10/28/86
1,421,116	12/16/86
1,440,644	05/26/87
1,464,601	11/10/87
1,490,194	05/31/88
1,679,447	03/17/92
1,731,169	11/10/92
1,731,170	11/10/92
1,733,113	11/17/92
1,769,337	05/04/93
1,833,111	04/26/94
1,838,692	06/07/94
1,852,422	09/06/94
1,860,417	10/25/94
1,865,264	11/29/94
1,877,619	02/07/95
1,904,482	07/11/95
1,910,009	08/08/95
1,914,543	08/29/95
1,920,930	09/19/95
1,936,166	11/14/95
1,949,536	01/16/96

Sch. A-3

KL2:2041399.7

TRADEMARK  
REEL: 002124 FRAME: 0867

U.S. Trademark Registration No.Registration Date

2,121,107	12/16/97
2,278,854	09/21/99
2,334,533	03/28/00
2,336,329	03/28/00
2,344,556	04/25/00
2,346,331	05/02/00
2,347,713	05/02/00

U.S. Trademark Application No.Filing Date

S.N. 75/480,355	05/06/98
S.N. 75/480,688	05/06/98
S.N. 75/545,229	09/01/98
S.N. 75/546,597	09/01/98
S.N. 75/547,738	09/03/98
S.N. 75/566,600	10/06/98
S.N. 75/581,280	11/02/98
S.N. 75/643,865	02/18/99
S.N. 75/651,250	03/03/99
S.N. 75/772,482	08/01/99
S.N. 75/821,564	10/12/99
S.N. 75/842,171	11/03/99
S.N. 75/875,946	12/20/99
S.N. 75/875,947	12/20/99
S.N. 75/875,953	12/20/99
S.N. 75/875,954	12/20/99
S.N. 75/923,525	2/22/00
S.N. 75/923,937	2/22/00

Sch. A-4

KL2:2041399.7

RECORDED: 08/04/2000

TRADEMARK  
REEL: 002124 FRAME: 0868