

03-15-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Radnor Delaware, Inc.

3-1-02

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

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

2. Name and address of receiving party(ies)

Name: WinCup Holdings, Inc.

Internal

Address:

Street Address: 7980 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 24, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,713,766

1,705,064

Additional number(s) attached Yes No

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

Name: William H. Murray, Esquire

Internal Address:

Duane Morris LLP

Street Address: One Liberty Place

City: Philadelphia State: PA Zip: 19103-7396

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41) \$ 690.00

- 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.

Allison Z. Gifford, Esquire

Name of Person Signing

Signature

February 14, 2002

Date

5

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

03/14/2002 LWELLER 00000078 1713766

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

01 FC:481 02 FC:482

40.00 OP 650.00 OP

TRADEMARK REEL: 002461 FRAME: 0675

ADDITIONAL REGISTRATION NUMBERS

2,513,873

1,811,558

1,768,085

1,540,541

1,541,594

1,400,358

1,340,796

953,376

951,103

926,058

881,374

1,727,681

1,699,837

1,705,056

951,619

2,218,783

2,089,396

2,193,055

2,312,051

2,321,795

2,324,378

2,336,355

2,418,617

2,513,872

2,454,020

TRADEMARK ASSIGNMENT

This Assignment, effective January 24, 2002, between the undersigned, Radnor Delaware, Inc., a Delaware corporation, having its principal place of business at 919 N. Market Street, Second Floor, Wilmington, Delaware 19801 (the "Assignor"), and WinCup Holdings, Inc., a Delaware corporation, having its principal place of business located at 7980 Buckeye Road, Phoenix, Arizona 85043, (the "Assignee"), transfers and assigns from Assignor to Assignee, all right, title, and interest in and to the marks described in Schedule A attached hereto, and the goodwill of the business associated therewith (collectively, the "Trademarks").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, 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 business associated with and symbolized by such Trademarks, the applications and 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.

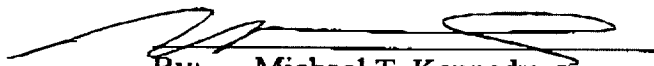
After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment 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.

RADNOR DELAWARE, INC.

Dated: January 24, 2002



By: Michael T. Kennedy

Title: Chairman

STATE OF PENNSYLVANIA :
: ss.
COUNTY OF DELAWARE :

I, Kelly P. D'Orazio, a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 24th day of January, 2002, appeared before me Michael T. Kennedy, to me personally known, who is the Chairman of Radnor Delaware, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 24th day of January, 2002.


Kelly P. D'Orazio, Notary Public

NOTARIAL SEAL
KELLY P. D'ORAZIO, Notary Public
Radnor Twp., Delaware County
My Commission Expires April 21, 2003



SCHEDULE A

Trademark	Registration Number	Class	Registration Date	Description of Use
STYROCOLORS	1,713,766	21	09/08/92	Disposable plastic cups
SIMPLICITY	1,705,064	21	08/04/92	Disposable plastic cups and bowls
SIMPLICITY design	2,513,873	21	12/04/01	Disposable plastic cups
PROFIT PALS	1,811,558	21	12/14/93	Disposable plastic cups
ON-THE-GO	1,768,085	21	04/27/93	Disposable plastic cups
THE BIG COOL	1,540,541	21	05/23/89	Insulated foamed plastic beverage cups
STYROWEAVE	1,541,594	21	05/30/89	Plastic foamed cups & food service containers
CUP design (by Styroweave)	1,400,358	21	07/08/86	Plastic foamed cups & food service containers
STYROCUP	1,340,796	21	06/11/85	Plastic drinking cups
STYROPRODUCTS	953,376	20	02/20/73	Plastic food service & storage namely, cups, tumblers, & covers
STYROWARE	951,103	21	01/23/73	Plastic food service products – namely, cups, tumblers, & covers
STYROCONTAINER	926,058	21	12/28/71	Plastic food service containers
STYROLID	881,374	20	11/25/69	Covers for plastic containers & cups
HANDI-KUP HK design	1,727,681	21	10/27/92	Disposable plastic food service ware, namely, cups, bowls, & lids therefore
HANDI-PAK	1,699,837	21	07/07/92	Disposable cups
POLAR BEAR design	1,705,056	21	08/04/92	Disposable plastic cups
SIX CUPS IN CONCE- NTRIC CIRCLE design	951,619	21	01/30/73	Plastic food service containers, covers, namely, cups, saucers, bowls, buckets, dishes & lids
W design	2,218,783	21	1/19/99	Foam cups, insulated food containers, bowls & lids
WINCUP	2,089,396	21	08/19/97	Foam cups, insulated food containers, bowls & lids
COMPAC	2,193,055	21	12/05/97	Insulated foamed plastic beverage cups
FRESH GOURMET	2,312,051	21	01/25/00	Foam cups
I Amerca	2,321,795	21	02/22/00	Foam cups, packaging, sell sheets
FIESTA	2,324,378	21	02/29/00	Mark is only used on sell sheets
COOL QUENCHERS	2,336,355	21	03/28/00	Product packaging, sell sheets
SUNDANCE	2,418,617	21	01/09/01	Foam Cups
SUNDANCE (word mark)	2,513,872	21	12/04/01	Foam Cups
CAFÉ ULTIMA	2,454,020	21	05/22/01	Sell sheets, product packaging