

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WinCup Holdings, Inc.		11/29/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	New WinCup Holdings, Inc.
Street Address:	2951 28th Street, Suite 1000
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2257861	ALPHA
Registration Number:	2454020	CAFE ULTIMA
Registration Number:	2665356	CLARUS
Registration Number:	2193055	COMPAC
Registration Number:	2336355	COOL QUENCHERS
Registration Number:	1400358	
Registration Number:	1727681	HANDI-KUP HK
Registration Number:	1699837	HANDI-PAK
Registration Number:	2321795	I AMERICA
Registration Number:	2083426	
Registration Number:	1768085	ON-THE-GO
Registration Number:	1846768	POLAR-XL
Registration Number:	2329344	POLAR ALPHA
Registration Number:	2638421	POLAR CLARUS

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Registration Number:	1817748	PRO
Registration Number:	2092046	PRODIGY
Registration Number:	1811558	PROFIT PALS
Registration Number:	1816921	SIGNATURE
Registration Number:	1705064	SIMPLICITY
Registration Number:	2513873	
Registration Number:	1713766	STYROCOLORS
Registration Number:	926058	STYROCONTAINERS
Registration Number:	1340796	STYROCUP
Registration Number:	881374	STYROLID
Registration Number:	1541594	STYROWEAVE
Registration Number:	2513872	SUNDANCE
Registration Number:	2418617	
Registration Number:	1540541	THE BIG COOL
Registration Number:	2218783	
Registration Number:	2089396	WINCUP
Registration Number:	3133731	WINCUP
Serial Number:	78850104	CARGO
Serial Number:	78579621	BRAVO
Serial Number:	78501443	BREEZE
Serial Number:	78868294	EZ-LOCK
Serial Number:	78821861	FLEX SOF
Serial Number:	78824406	ON-THE-GO
Serial Number:	78547196	WINIMAGES

CORRESPONDENCE DATA

Fax Number: (212)230-7735

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2123186535

Email: traceybennett@paulhastings.com

Correspondent Name: Tracey D. Bennett

Address Line 1: 75 East 55th Street

Address Line 2: c/o Paul, Hastings, Janofsky & Walker

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett

Date:

12/05/2006

Total Attachments: 15

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INTELLECTUAL PROPERTY ASSIGNMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY dated as of this ^{29th} day of ~~November~~, 2006 ("IP Assignment"), is entered into by and among WinCup Holdings, Inc., a Delaware corporation ("Assignor") and New WinCup Holdings, Inc., a Delaware corporation ("Assignee"). Capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor owns and is using or intends to use certain of the (a) trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet domain names and corporate names and general intangibles of like nature, together with the good will associated with any of the foregoing and including those which are the subject of registrations, applications for registration and renewals which are listed on Appendix 1 attached hereto and incorporated herein by reference (collectively, the "Trademarks"); (b) patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, including those patents and patent applications which are listed on Appendix 1 attached hereto and incorporated herein by reference (the "Patents"); (c) copyrights and registrations and applications therefor and works of authorship, and mask work rights, including those which are the subject of registrations, applications for registration and renewals which are listed on Appendix 1 attached hereto and incorporated herein by reference (the "Copyrights"); and (d) trade secrets and other confidential non-patented information (the "Confidential Information").

WHEREAS, Purchaser has agreed to purchase, acquire and accept from Assignor, and Assignor desires to sell, transfer, convey and deliver at Purchaser's direction, to the broadest extent permitted by Law, all of Assignor's right, title and interest in and to the Trademarks, Patents, Copyrights and Confidential Information (collectively, the "Intellectual Property"), to Assignee pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of August 21, 2006, as may be amended and/or restated from time to time, by and among Radnor Holdings Corporation, and each of its direct and indirect subsidiaries listed on the signature pages thereof, including Assignor, and TR Acquisition Co., LLC, a Delaware limited liability company formerly known as TR Acquisition Co., Inc. ("Purchaser") and the Sale Order (as defined in the Asset Purchase Agreement); and

WHEREAS, pursuant to Section 12.10 of the Asset Purchase Agreement, Purchaser has assigned its right to receive the Intellectual Property to Assignee.

NOW THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and the Sale Order, Assignor hereby sells, transfers, conveys, and delivers to Assignee, its successors and assigns, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's rights, title and interest in and to: (i) the Trademarks throughout the universe, including the registrations and applications thereof, and all goodwill of the business symbolized by and connected with the Trademarks and with respect to intent to use applications, Assignor is assigning the Trademarks as part of the entire business to which the Trademarks pertain as required by Section 15 U.S.C. 1060, the right to conduct business under the Trademarks, including the right to license others the right to conduct business under the Trademarks, (ii) Patents throughout the universe, including all inventions disclosed and claimed therein, and including, without limitation, the subject matter of all claims which may be obtained therefrom, rights of priority under the International Convention for the Protection of Industrial

Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres, (iii) the Copyrights throughout the universe, including, without limitation, the right to exercise such rights in perpetuity in all media and by any manner and means now known or hereafter devised, and (iv) all rights to sue, counterclaim, and collect damages and payments for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Intellectual Property, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignor agrees to execute and deliver at the request of Assignee, without further consideration, all papers, instruments of sale, transfer, conveyance, confirmation and assignment, and to perform any other reasonable acts Assignee reasonably deems necessary in order to vest or more effectively transfer, convey, assign or confirm all of Assignor's rights, title and interest in and to the Intellectual Property in or to Assignee, including all documents necessary to record in the name of Assignee the assignment of the Trademarks and Patents with the United States Patent and Trademark Office and the Copyrights with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (i) to demand and receive from time to time any and all of the Intellectual Property or rights thereunder and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all Legal Proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property; (iii) to defend or compromise any or all Legal Proceedings in respect of any of the Intellectual Property; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) in relation to the Intellectual Property as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason. To the extent any of the Intellectual Property may not be transferred to Assignee, Assignor is hereby deemed to have granted to Assignee an exclusive, royalty free right and license to use the Intellectual Property from and after the Closing Date, to the broadest extent permitted by Law.

This IP Assignment and the covenants and agreements contained herein shall survive the Closing.

This Agreement is subject to, and shall be construed in accordance with, the Asset Purchase Agreement and the Sale Order, and in the event of a conflict between the provisions of this Agreement and the provisions of the Asset Purchase Agreement (insofar as such provisions relate to the rights and obligations of Assignor, on the one hand, and the Assignee, on the other hand) or the Sale Order, the provisions of the Asset Purchase Agreement or the Sale Order, as applicable, shall prevail.

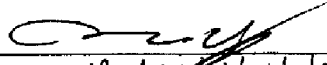
This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such State without giving effect to any of the conflict of laws rules thereof.

This IP Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor has caused this IP Assignment to be duly executed as of the date first above written.

ASSIGNOR:

WinCup Holdings, Inc.

By: 
Name: ~~Michael V. Valenza~~
Title: CFO

Accepted and agreed to by

ASSIGNEE:

New WinCup Holdings, Inc.

By: _____
Name:
Title:

IP ASSIGNMENT BETWEEN
WINCUP HOLDINGS INC AND NEW WINCUP HOLDINGS INC

LA1:#6336887

TRADEMARK

REEL: 003438 FRAME: 0481

IN WITNESS WHEREOF, the Assignor has caused this IP Assignment to be duly executed as of the date first above written.

ASSIGNOR:

WinCup Holdings, Inc.

By: _____

Name:

Title:

Accepted and agreed to by

ASSIGNEE:

New WinCup Holdings, Inc.

By: 

Name: HUGH STEVEN WILSON

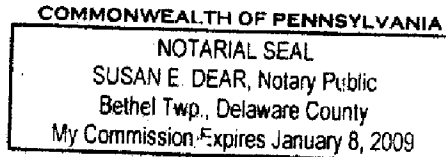
Title: CHIEF EXECUTIVE OFFICER

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF DELAWARE)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Michael V. Valery known to me to be the CFO of WinCup Holdings Inc and acknowledged that he signed the above and forgoing instrument as his free and voluntary act, on behalf of WinCup Holdings, Inc

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 29th day of November, 2006.


Notary Public



PATENTS AND PATENT APPLICATIONS

Title	Country	Status	App No	App Date	Patent No	Owner
CAR CUP-HOLDER CUP WITH FLOWERPOT RIM	United States	Granted	29/094,887	10/13/1998	D436,295 S	WINCUP HOLDINGS, INC.
CAR CUP-HOLDER CUP WITH FLARED RIM	United States	Granted	29/094,888	10/13/1998	D446,687	WINCUP HOLDINGS, INC.
DRINK-THROUGH CUP LID	United States	Granted	09/689,963	10/12/2000	6,612,456	WINCUP HOLDINGS, INC.
DUAL-ACTION DRINK-THROUGH CUP LID PCT APPLICATION	WO		PCT/US01/32134	10/12/2001		WINCUP HOLDINGS, INC.
DUAL ACTION DRINK-THROUGH CUP LID	Europe	Filed	01986660.7	10/12/2001		WINCUP HOLDINGS, INC.
CUP (T32K)	United States	Filed	29/199,673	2/17/2004		WINCUP HOLDINGS, INC.
CUP (T44K)	United States	Filed	29/199,657	2/17/2004		WINCUP HOLDINGS, INC.
BEVERAGE CUP FOR PLACEMENT IN	United States	Filed	60/545,675	2/17/2004		WINCUP HOLDINGS, INC.

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Title	Country	Status	App No	App Date	Patent No	Owner
HOLDER (T32K/T44K)						
LID FOR 12-OZ. CUP	United States	Granted	29/199,672	2/17/2004	D516910 Granted 3/14/2005	WINCUP HOLDINGS, INC.
LOWER PORTION OF A CUP (CIP OF -00221)	United States	Filed	29/200,890	3/5/2004	D531,854 (Issued 11/14/06)	WINCUP HOLDINGS, INC. and PERSECO
CUP (T44K)	New Zealand	Registered	405169	8/17/2004	405,169	WINCUP HOLDINGS, INC.
CUP (T32K)	Australia	Filed	13903/2004	8/17/2004		WINCUP HOLDINGS, INC.
CUP (T32K)	New Zealand	Filed	405170	8/17/2004		WINCUP HOLDINGS, INC.
CUP (T44K)	Australia	Filed	13902/2004	8/17/2004		WINCUP HOLDINGS, INC.
PAPER WRAPPED POLYMER BEVERAGE CONTAINER CUP	United States		11/016,162	12/16/04		
PAPER WRAPPED POLYSTYRENE FOAM BEVERAGE CONTAINER	PCT	Filed	PCT/US200 5/045492	12/14/2005		WINCUP HOLDINGS, INC.
PAPER WRAPPED POLYSTYRENE BEVERAGE CONTAINER	United States		11/016,163	12/16/04		
BEVERAGE CUP FOR	PCT	Filed	PCT/US200 5/045145	12/14/2005		WINCUP HOLDINGS, INC.
BEVERAGE CUP FOR	United States	Filed	11/058,024	02/17/04		WINCUP HOLDINGS, INC.

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Title	Country	Status	App No	App Date	Patent No	Owner
PLACEMENT IN HOLDER						
CUP LID HAVING A SLOPED PERIMETER PORTION	United States	Filed	11/402514	04/11/06		WINCUP HOLDINGS, INC.
CONTOURED PROFILE DOMED LID	United States	Filed	29/227432	04/11/05		WINCUP HOLDINGS, INC.
CONTOURED PROFILE DOMED LID - DESIGN	Canada	Filed	112961	10/11/2005		WINCUP HOLDINGS, INC.
CONTOURED PROFILE DOMED LID - DESIGN	PCT	Filed	000416573	10/11/2005		WINCUP HOLDINGS, INC.
CONTOURED PROFILE DOMED LID - DESIGN	Australia	Filed	14460/2005	10/11/2005	306414	WINCUP HOLDINGS, INC.
CONTAINER - CAR CUP DESIGN	Australia	Filed		06/03/2005	301859	WINCUP HOLDINGS, INC.
CONTAINER - CAR CUP DESIGN	Australia	Filed		06/03/2005	301860	WINCUP HOLDINGS, INC.

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TRADEMARKS AND TRADEMARK APPLICATIONS

Title	Country	Status	Reg No	Reg Date	Owner
ALPHA	United States	Registered	2,257,861	6/29/1999	WinCup Holdings, Inc.
BRAVO	United States	Pending	78/579,621	3/3/2005	WinCup Holdings, Inc.
BREEZE	United States	Registered	78/501443	10/18/2005	WinCup Holdings, Inc.
CAFE ULTIMA	United States	Registered	2,454,020	5/22/2001	WinCup Holdings, Inc.
CARGO	United States	Pending	78/850,104	3/30/2006	WinCup Holdings, Inc.
CLARUS (Stylized)	United States	Registered	2,665,356	12/24/2002	WinCup Holdings, Inc.
COMPAC	United States	Registered	2,193,055	10/6/1998	WinCup Holdings, Inc.
COOL QUENCHERS	United States	Registered	2,336,355	3/28/2000	WinCup Holdings, Inc.
CUP design (by Styroweave)	United States	Registered	1,400,358	7/8/1986	WinCup Holdings, Inc.
EZ-LOCK	United States	Pending	78/868,294	4/24/2006	WinCup Holdings, Inc.
FLEX SOF	United States	Pending	78/821,861	2/23/2006	WinCup Holdings, Inc.
HANDI-KUP	Canada	Registered	429,060	6/17/1994	WinCup Holdings, Inc.
HANDI-KUP	Taiwan	Registered	614,253	10/1/1993	WinCup Holdings, Inc.
HANDI-KUP HK design	United States	Registered	1,727,681	10/27/1992	WinCup Holdings, Inc..

Title	Country	Status	Reg No	Reg Date	Owner
HANDI-PAK	United States	Registered	1,699,837	7/7/1992	WinCup Holdings
I HEART AMERICA & DESIGN	United States	Registered	2,321,795	2/22/2000	WinCup Holdings
MISCELLANEOUS DESIGN	United States	Registered	2,083,426	7/29/1997	WinCup Holdings, Inc.
ON-THE-GO	United States	Registered	1,768,085	4/27/1993	WinCup Holdings, Inc.
ON-THE-GO	United States	Pending	78/824,406	2/27/2006	WinCup Holdings, Inc.
POLAR - XL	United States	Registered	1,846,768	7/26/1994	WinCup Holdings, Inc.
POLAR ALPHA (Stylized)	United States	Registered	2,329,344	3/14/2000	WinCup Holdings, Inc.
POLAR CLARUS (Stylized)	United States	Registered	2,638,421	10/22/2002	WinCup Holdings, Inc.
PRO (Stylized)	United States	Registered	1,817,748	1/25/1994	WinCup Holdings, Inc.
PRODIGY	United States	Registered	2,092,046	8/26/1997	WinCup Holdings, Inc.
PROFIT PALS	United States	Registered	1,811,558	12/14/1993	WinCup Holdings, Inc.
SIGNATURE (Stylized)	United States	Registered	1,816,921	1/18/1994	WinCup Holdings, Inc.
SIMPLICITY	United States	Registered	1,705,064	8/4/1992	WinCup Holdings, Inc.
SIMPLICITY design	United States	Registered	2513873	12/4/2001	WinCup Holdings, Inc.
SIX CUPS IN CONCENTRIC CIRCLES	Australia	Registered	A260,264	7/14/1993	WinCup Holdings, Inc.
STYROCOLORS	United States	Registered	1,713,766	9/8/1992	WinCup Holdings, Inc.

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Title (STYLIZED)	Country	Status	Reg No	Reg Date	Owner
STYROCONTAINERS	United States	Registered	926,058	12/28/1991	WinCup Holdings, Inc.
STYROCUP	Kuwait	Registered	7509	4/30/1995	WinCup Holdings, Inc.
STYROCUP	United States	Registered	1,340,796	6/11/1985	WinCup Holdings, Inc.
STYROLID	United States	Registered	881,374	11/25/1969	WinCup Holdings, Inc.
STYROPRODUCTS	Australia	Registered	A289,890	8/21/1982	WinCup Holdings, Inc.
STYROWEAVE	United States	Registered	1,541,594	5/30/1989	WinCup Holdings, Inc.
SUNDANCE	United States	Registered	2,513,872	12/4/2001	WinCup Holdings, Inc.
SUNDANCE DESIGN	United States	Registered	2,418,617	1/9/2001	WinCup Holdings, Inc.
SUNDANCE DESIGN	CTM	Registered	1125590	10/4/2000	WinCup Holdings, Inc.
THE BIG COOL	United States	Registered	1,540,541	5/23/1989	WinCup Holdings, Inc.
W DESIGN	United States	Registered	2,218,783	1/19/1999	WinCup Holdings, Inc.
WINCUP	United States	Registered	2,089,396	8/19/1997	WinCup Holdings, Inc.
WINCUP	Canada	Pending	App # 1,290,117	2/16/2006	WinCup Holdings, Inc.
WINCUP LOGO	United States	Registered	3,133,731	8/22/2006	WinCup Holdings, Inc.
WINIMAGES	United States	Pending	78/547196	*Notice of allowance issued 9/12/06. Need	WinCup Holdings, Inc.

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Title	Country	Status	Reg No	Reg Date	Owner
				to file Statement of Use or request extension by 2/12/07	Inc.

European Trademark Filings of WinCup Holdings, Inc.	Registration Number	Class	Registration date
SUNDANCE DESIGN	CTM 1121532		10/17/00
	Czech Republic – Pending	21	09/12/00 app. date
	Poland – Pending		09/12/00 app. date
	Russian – Pending		09/12/00 app. date
WINCUP (old design)	CTM 1141415		09/11/00
	Switzerland 474225		07/17/00
	Norway 206442	21	01/11/01
	Latvia M47408		02/20/01
	Estonia 34072		05/28/01
	Czech Republic 233027		04/24/01
	Slovakia 196024		07/12/01
	Lithuania 41973		03/05/01
	Hungary 165007		05/23/01
	Russia 208605		01/29/02
	Poland 145989		05/26/04
	WinCup (new design)	CTM 3700168	21
Finland 232497			02/28/05
Switzerland 824750			03/17/04
Norway 824750			03/16/04
Russia 824750			03/16/04
Poland K200400028			03/16/04 app. date
Thermocup	CTM 1207505	21	02/02/01
	Czech Republic 228376		11/20/00
	Poland Z-204584		01/19/04

COPYRIGHT AND COPYRIGHT APPLICATIONS

Note: All Copyrights are owned by WinCup Holdings, Inc.

Copyright Name	Country	Status	Reg No	Reg Date
I Love America	United States	Registered	VA 1-123-532	12/11/2001
CAFE ULTIMA DESIGN	United States	Registered	VA 1-010-604	11/1/1999
CAPPUCINO Design	United States	Registered	VA 978-777	3/5/1999
CONFETTI DESIGN	United States	Registered	VA 987-152	6/1/1999
FIESTA DESIGN	United States	Registered	VA 992-293	7/26/1999
FRESH GOURMET Design	United States	Registered	VA 943-204	10/1/1998
Holly Design	United States	Registered	VA 1-143-646	12/11/2001
HOLLY DESIGN	United States	Registered	VA 987-159	6/1/1999
PINECONE DESIGN	United States	Registered	VA 956-772	6/1/1999
PROFIT PALS	United States	Registered	VA 1-297-023	01/12/05
SNOWFLAKE	United States	Registered	VAU 510-956	2/14/2001
SNOWMAN DESIGN	United States	Registered	VA 885-962	5/21/1998
STARS AND STRIPES	United States	Registered	VA 1-165-081	9/11/2002
WREATHS DESIGN	United States	Registered	VA 987-158	6/1/1999

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