

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TR INTERMEDIATE HOLDINGS, LLC		11/29/2006	LIMITED LIABILITY COMPANY: DELAWARE
WINCUP, INC.		11/29/2006	CORPORATION: DELAWARE
NEW RADNOR MANAGEMENT, INC.		11/29/2006	CORPORATION: DELAWARE
NEW WINCUP HOLDINGS, INC.		11/29/2006	CORPORATION: DELAWARE
NEW WINCUP EUROPE DELAWARE, INC.		11/29/2006	CORPORATION: DELAWARE
NEW RADNOR CHEMICAL CORPORATION		11/29/2006	CORPORATION: DELAWARE
NEW STYROCHEM EUROPE DELAWARE, INC.		11/29/2006	CORPORATION: DELAWARE
NEW STYROCHEM U.S., LTD.		11/29/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY & CO. INCORPORATED, AS COLLATERAL AGENT
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 41

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

OP \$1040.00 2257861

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
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:	2151092	STYROCHEM
Registration Number:	2151093	STYROCHEM
Registration Number:	2311631	
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:	78579621	BRAVO
Serial Number:	78501443	BREEZE
Serial Number:	78850104	CARGO
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 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Tracey D. Bennett

Signature:

/s/Tracey D. Bennett

Date:

12/05/2006

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT
(Term Loan Facility)

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of November, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **MORGAN STANLEY & CO. INCORPORATED**, a Delaware corporation, in its capacity as collateral agent for the Lender Group (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Credit Agreement of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed or extended from time to time, including all exhibits and schedules thereto, the "Credit Agreement") by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), **MORGAN STANLEY SENIOR FUNDING, INC.**, a Delaware corporation, as the administrative agent for the Term Loan B Lenders (in such capacity, together with its successors and assigns in such capacity, the "Term Loan B Agent"), **MORGAN STANLEY SENIOR FUNDING, INC.**, a Delaware corporation, as the administrative agent for the Term Loan C Lenders (in such capacity, together with its successors and assigns in such capacity, the "Term Loan C Agent", and together with the Term Loan B Agent, collectively, "Agents"), Collateral Agent, **WINCUP, INC.**, a Delaware corporation, ("Parent"), **TR INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), and each of Parent's Subsidiaries identified on the signature pages thereto (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTERESTS IN TRADEMARK COLLATERAL.

(a) Each Grantor hereby grants to Collateral Agent, for the benefit of the Term Loan B Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(i) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(iii) all reissues, continuations or extensions of the foregoing;

(iv) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(v) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

(b) Each Grantor hereby grants to Collateral Agent, for the benefit of the Term Loan C Secured Parties, a continuing security interest in all of such Grant's right, title and interest in, to and under the Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

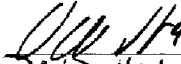
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


TR INTERMEDIATE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: DAVID HOLLANDER
Title: PRESIDENT/SECRETARY

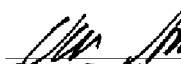
WINCUP, INC.,
a Delaware corporation

By: 
Name: DAVID HOLLANDER
Title: PRESIDENT/SECRETARY

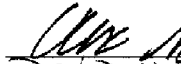
NEW RADNOR MANAGEMENT, INC.,
a Delaware corporation

By: 
Name: DAVID HOLLANDER
Title: PRESIDENT/SECRETARY

NEW WINCUP HOLDINGS, INC.,
a Delaware corporation

By: 
Name: DAVID HOLLANDER
Title: PRESIDENT/SECRETARY

NEW WINCUP EUROPE DELAWARE, INC.,
a Delaware corporation

By: 
Name: DAVID HOLLANDER
Title: PRESIDENT/SECRETARY

NEW RADNOR CHEMICAL CORPORATION,
a Delaware corporation

By: *DMH*
Name: DAVID HOLLANDER
Title: PRESIDENT/SECRETARY

NEW STYROCHEM EUROPE DELAWARE, INC.,
a Delaware corporation

By: *DMH*
Name: DAVID HOLLANDER
Title: PRESIDENT/SECRETARY

NEW STYROCHEM U.S., LTD.,
a Delaware corporation

By: *DMH*
Name: DAVID HOLLANDER
Title: PRESIDENT/SECRETARY

AGENT:

MORGAN STANLEY & CO. INCORPORATED,
a Delaware corporation, as Collateral Agent

By: 

Name: _____

Title: _____

Dan M. Allen
Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

Title	Country	Status	Reg No	Reg Date	Owner
ALPHA	United States	Registered	2,257,861	6/29/1999	New WinCup Holdings, Inc.
BRAVO	United States	Pending	78/579,621	3/3/2005	New WinCup Holdings, Inc.
BREEZE	United States	Registered	78/501443	10/18/2005	New WinCup Holdings, Inc.
CAFE ULTIMA	United States	Registered	2,454,020	5/22/2001	New WinCup Holdings, Inc.
CARGO	United States	Pending	78/850,104	3/30/2005	New WinCup Holdings, Inc.
CLARUS (Stylized)	United States	Registered	2,665,356	12/24/2002	New WinCup Holdings, Inc.
COMPAC	United States	Registered	2,193,055	10/6/1998	New WinCup Holdings, Inc.
COOL QUENCHERS	United States	Registered	2,336,355	3/28/2000	New WinCup Holdings, Inc.
CUP design (by Styroweave)	United States	Registered	1,400,358	7/8/1986	New WinCup Holdings, Inc.
EZ-LOCK	United States	Pending	78/868,294	4/24/2006	New WinCup Holdings, Inc.
FLEX SOF	United States	Pending	78/821,861	2/23/2006	New WinCup Holdings, Inc.
HANDI-KUP	Canada*	Registered	429,060	6/17/1994	New WinCup Holdings, Inc.
HANDI-KUP	Taiwan*	Registered	614,253	10/1/1993	New WinCup Holdings, Inc.
HANDI-KUP HK design	United States	Registered	1,727,681	10/27/1992	New WinCup Holdings, Inc.
HANDI-PAK	United States	Registered	1,699,837	7/7/1992	New WinCup Holdings, Inc.
I HEART AMERICA & DESIGN	United States	Registered	2,321,795	2/22/2000	New WinCup Holdings, Inc.
MISCELLANEOUS DESIGN	United States	Registered	2,083,426	7/29/1997	New WinCup Holdings, Inc.
ON-THE-GO	United States	Registered	1,768,085	4/27/1993	New WinCup Holdings, Inc.
ON-THE-GO	United States	Pending	78/824,406	2/27/2006	New WinCup Holdings, Inc.
POLAR - XL	United States	Registered	1,846,768	7/26/1994	New WinCup Holdings, Inc.

Title	Country	Status	Reg No	Reg Date	Owner
POLAR ALPHA (Stylized)	United States	Registered	2,329,344	3/14/2000	New WinCup Holdings, Inc.
POLAR CLARUS (Stylized)	United States	Registered	2,638,421	10/22/2002	New WinCup Holdings, Inc.
PRO (Stylized)	United States	Registered	1,817,748	1/25/1994	New WinCup Holdings, Inc.
PRODIGY	United States	Registered	2,092,046	8/26/1997	New WinCup Holdings, Inc.
PROFIT PALS	United States	Registered	1,811,558	12/14/1993	New WinCup Holdings, Inc.
SIGNATURE (Stylized)	United States	Registered	1,816,921	1/18/1994	New WinCup Holdings, Inc.
SIMPLICITY	United States	Registered	1,705,064	8/4/1992	New WinCup Holdings, Inc.
SIMPLICITY design	United States	Registered	2,513,873	12/4/2001	New WinCup Holdings, Inc.
SIX CUPS IN CONCENTRIC CIRCLES	Australia*	Registered	A260,264	7/14/1993	New WinCup Holdings, Inc.
STYROCHEM	United States	Registered	2,151,092	4/14/1998	New StyroChem US, Ltd.
STYROCHEM	United States	Registered	2,151,093	4/14/1998	New StyroChem US, Ltd.
STYROCHEM	Canada	Pending	1,271,984	9/14/2005	New StyroChem US, Ltd.
STYROCHEM DESIGN	United States	Registered	2,311,631	1/25/2000	New StyroChem US, Ltd.
STYROCHEM LOGO	Canada	Pending	1,271,986	9/14/2005	New StyroChem US, Ltd.
STYROCOLORS (STYLIZED)	United States	Registered	1,713,766	9/8/1992	New WinCup Holdings, Inc.
STYROCONTAINERS	United States	Registered	926,058	12/28/1991	New WinCup Holdings, Inc.
STYROCUP	Kuwait*	Registered	7509	4/30/1995	New WinCup Holdings, Inc.
STYROCUP	United States	Registered	1,340,796	6/11/1985	New WinCup Holdings, Inc.
STYROLID	United States	Registered	881,374	11/25/1969	New WinCup Holdings, Inc.
STYROPRODUCTS	Australia*	Registered	A289,890	8/21/1982	New WinCup Holdings, Inc.
STYROWEAVE	United States	Registered	1,541,594	5/30/1989	New WinCup Holdings, Inc.
SUNDANCE	United States	Registered	2,513,872	12/4/2001	New WinCup Holdings, Inc.

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Title	Country	Status	Reg No	Reg Date	Owner
SUNDANCE DESIGN	United States	Registered	2,418,617	1/9/2001	New WinCup Holdings, Inc.
SUNDANCE DESIGN	CTM	Registered	1,125,590	10/4/2000	New WinCup Holdings, Inc.
THE BIG COOL	United States	Registered	1,540,541	5/23/1989	New WinCup Holdings, Inc.
W DESIGN	United States	Registered	2,218,783	1/19/1999	New WinCup Holdings, Inc.
WINCUP	United States	Registered	2,089,396	8/19/1997	New WinCup Holdings, Inc.
WINCUP	Canada	Pending	App # 1,290,117	2/16/2006	New WinCup Holdings, Inc.
WINCUP LOGO	United States	Registered	3,133,731	8/22/2006	New WinCup Holdings, Inc.
WINIMAGES	United States	Pending	78/547,196	*Notice of allowance issued 9/12/06. Need to file Statement of Use or request extension by 2/12/07	New WinCup Holdings, Inc.

*Assignment will not be recorded with relevant filing office.

European Trademark Filings of New StyroChem U.S., Ltd.	Country	Class	Registration Date
DIAMOND design	CTM 1209774	17, 19	09/12/00
	Russia 197296		12/07/00
	Norway 200135		10/29/99
	Estonia 32455		10/02/00
	Latvia 46066		06/29/99
	Lithuania 40710		04/4/2001
	Poland 140962		01/19/04
	Switzerland 480.884		01/26/01
	Czech Republic 237673		10/22/01
	Slovakia 198262		02/12/02
	Belarus 16337		12/06/02
Ukrainian 28759	12/16/02		
STYROCHEM & diamond design	CTM 001008093	17	07/14/00
	Russia 2000723914 pending		09/19/00 app date
	Norway 208108		04/19/01

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	Estonia 35559	01/15/02
	Latvia M-48592	11/20/01
	Lithuania 43133	06/12/01
	Poland Z-223.914 pending	09/12/00 app date
	Switzerland 482 593	09/08/00
	Czech Republic 238450	11/23/01
	Slovakia POZ 2668-2000 pdg	09/08/00 app. date
	Ukraine 2000093951 pending	09/08/00 app. date
Belarus 20001389 pending	09/08/00 app. date	

European Trademark Filings of StyroChem Finland OY	Registration Number	Class	Registration date
GEOCELL	CTM 3124989 Norway k200300072 Switzerland k2000300072	1,17,19	4/8/03 app. date 4/8/03 app. date 4/8/03 app. date

European Trademark Filings of New WinCup Holdings, Inc.	Registration Number	Class	Registration date
SUNDANCE DESIGN	CTM 1121532 Czech Republic – Pending Poland – Pending Russian – Pending	21	10/17/00 09/12/00 app. date 09/12/00 app. date 09/12/00 app. date
WINCUP (old design)	CTM 1141415 Switzerland 474225 Norway 206442 Latvia M47408 Estonia 34072 Czech Republic 233027 Slovakia 196024 Lithuania 41973 Hungary 165007 Russia 208605 Poland 145989	21	09/11/00 07/17/00 01/11/01 02/20/01 05/28/01 04/24/01 07/12/01 03/05/01 05/23/01 01/29/02 05/26/04
WinCup (new design)	CTM 3700168 Finland 232497 Switzerland 824750 Norway 824750 Russia 824750 Poland K200400028	21	01/20/06 02/28/05 03/17/04 03/16/04 03/16/04 03/16/04 app. date

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European Trademark Filings of New WinCup Holdings, Inc.	Registration Number	Class	Registration date
Thermocup	CTM 1207505 Czech Republic 228376 Poland Z-204584	21	02/02/01 11/20/00 01/19/04

Schedule - 5

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TRADEMARK

RECORDED: 12/05/2006

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