

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		10/17/2007	NATIONAL ASSOCIATION:

RECEIVING PARTY DATA	
Name:	SOLO CUP COMPANY
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION:
Name:	SOLO CUP INVESTMENT CORPORATION
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION:
Name:	SOLO MANAGEMENT COMPANY
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION:
Name:	P.R. SOLO CUP, INC.
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035

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Entity Type:	CORPORATION:
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Name:	SF HOLDINGS GROUP, INC.
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION:

Name:	SOLO MANUFACTURING LLC
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	LILY-CANADA HOLDING CORPORATION
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION:

Name:	SOLO CUP OPERATING CORPORATION
Street Address:	1700 OLD DEERFIELD ROAD
City:	HIGHLAND PARK
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1839456	LIFESTYLE
Registration Number:	1864442	SUPERIOR
Registration Number:	2710290	SUPERIOR

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Sam Waxman
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP - IP Docketing
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/398
NAME OF SUBMITTER:	Sam Waxman
Signature:	/SAM WAXMAN/
Date:	10/23/2007

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY**

This Termination and Release of Security Interest in Intellectual Property is entered into as of October 17, 2007 by and between Bank of America, N.A. ("Collateral Agent"), as collateral agent under that certain Intellectual Property Security Agreement dated as of February 27, 2004 ("IP Security Agreement"), that certain Second Lien Intellectual Property Security Agreement dated as of March 31, 2006 ("Second Lien IP Security Agreement"), and that certain Intellectual Property Security Agreement Supplement dated as of April 20, 2006 ("IP Security Agreement Supplement"), and Solo Cup Company, Solo Cup Investment Corporation, Solo Management Company, P.R. Solo Cup, Inc., SF Holdings Group, Inc., Solo Manufacturing LLC, Lily-Canada Holding Corporation, and Solo Cup Operating Corporation (collectively, the "*Grantors*").

WITNESSETH:

WHEREAS, Grantors and Collateral Agent are parties to the IP Security Agreement, Second Lien IP Security Agreement and the IP Security Agreement Supplement;

WHEREAS pursuant to the IP Security Agreement, Second Lien IP Security Agreement and IP Security Agreement Supplement, Grantors granted Collateral Agent a security interest in and to the Collateral set forth in Schedule A ("Collateral"), which security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on April 19, 2004 at Reel 002949 and Frame 0845, April 20, 2006 at Reel 003293 and Frame 0384, and on May 11, 2006 at Reel 003306 and Frame 0786; and

WHEREAS, Grantors have satisfied, in part, their obligations under the IP Security Agreement and the IP Security Agreement Supplement and Collateral Agent now desires to terminate and release the entirety of its security interests, liens and encumbrances in the Collateral and restore all right, title and interest in and to such Collateral to Grantors.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, the Collateral Agent and Grantors hereby agree as follows:

1. The Collateral Agent hereby terminates and releases in its entirety its security interests, liens and encumbrances in the Collateral and hereby releases, discharges, quitclaims, relinquishes unto, and assigns to the Grantors any and all of its right, title and interest, if any, in and to the Collateral; all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; all rights corresponding thereto throughout the world; any and all proceeds of,

collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and the Register of Copyrights to record this release.

3. This Termination and Release of Security Interest in Intellectual Property may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. This Termination and Release of Security Interest in Intellectual Property shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Intellectual Property Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANK OF AMERICA, N.A.
as Collateral Agent

By Robert J. [Signature]
Title:

**Schedule A
Intellectual Property**

I. Trademarks:

<u>Mark</u>	<u>Country</u>	<u>Class</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Goods and Services</u>
LIFESTYLE	U.S.	21	74/413,301	1,839,456	paper plates and paper cups
SUPERIOR	US	21	74/424,521	1,864,442	paper plates and paper cups
SUPERIOR	US	21	75/566,013	2,710,290	paper plates and paper cups