

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
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):

**Bank of America, N.A., as successor in
interest to BankAmerica Business Credit,
Inc., as Agent
335 Madison Avenue
New York, NY 10017**

Individual(s) Association
 General Partnership
 Limited Partnership
 Corporation
 Other - **National Banking Association**
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

**Sweetheart Cup Company, Inc.
10100 Reisterstown road
Owings Mills, MD 21117**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - **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 - **Release of Lien in Trademarks**

Execution Date: **March 23, 2004**

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

A. Trademark Application No(s).
Please see attached.

B. Trademark Registration No(s).
Please see attached.

Additional numbers attached? Yes No

5. Name and address of party to whom corres-
pondence concerning document should be mailed:

**Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations
involved: 150

7. Total fee (37 CFR 3.41) **\$3765**
 All fees and any deficiencies are authorized to be
charged to Deposit Account
(Our Ref. 074920/3)

8. Deposit Account No. **19-2385**

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.

Elaine D. Ziff

Name

Elaine D. Ziff

Signature

March 24, 2004

Date

Total number of pages including cover sheet, attachments, and document: **14**

CH \$3765.00 192385 74347110

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
74347110	87365
74366646	171409
74366647	290396
74366648	377958
74366649	379130
74347109	386110
74244608	437193
74255873	560074
	573143
	594615
	597788
	603781
	605647
	605648
	617933
	619714
	623241
	644971
	646959
	651877
	652696
	654599
	655302
	663624
	673004
	677443
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	677526
	679381
	681588
	682989
	684146
	684147
	687650
	689274
	703727
	707654
	709796

	710392
	722418
	724048
	726398
	731688
	732001
	752714
	761897
	766939
	776401
	779253
	782570
	782968
	785005
	787091
	787101
	795103
	806553
	810821
	848982
	850828
	850839
	856819
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	856995
	856996
	863297
	867135
	887326
	887952
	894091
	917451
	929283
	943855
	960685
	962978
	968966
	969580
	971104
	972996

	972997
	982736
	983442
	985580
	989430
	991720
	995327
	998858
	999683
	1002059
	1003304
	1006470
	1012218
	1015969
	1018440
	1020844
	1021491
	1044201
	1050416
	1054823
	1065325
	1067724
	1070564
	1076460
	1077900
	1078543
	1080396
	1100795
	1111323
	1127883
	1146183
	1156421
	1226011
	1231303
	1247103
	1304974
	1328448
	1405880
	1407735
	1407736
	1415024

	1421116
	1425017
	1440644
	1464601
	1479324
	1483714
	1490194
	1590928
	1590929
	1604722
	1622578
	1645689
	1679447
	1731169
	1731170
	1733113
	1769337
	1833111
	1838692
	1852422
	1865264
	1530906

RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS is given as of this ^{23rd} day of March, 2004 by Bank of America, N.A. a national banking association, located at 335 Madison Avenue, New York, New York 10017 (as successor in interest to BankAmerica Business Credit, Inc.) as Agent (as defined in the Security Agreement) on behalf of the Secured Creditors (as defined in the Security Agreement) ("Assignor"), in favor of Sweetheart Cup Company Inc., a Delaware corporation, located at 10100 Reisterstown Road, Owings Mills, Maryland 21117 ("Assignee").

WHEREAS, pursuant to the terms of a certain Security Agreement, dated as of August 30, 1993 (as amended, modified, supplemented or restated from time to time, the "Security Agreement") between Assignee and Bankers Trust Company, as collateral agent (in such capacity, the "Original Collateral Agent"), the Assignee granted to the Original Collateral Agent a security interest in, among other things, all right, title and interest of the Assignee in, to, and under, all of the Assignee's Trademarks and service marks, together with any reissues, extensions or renewals thereof, Trademark registrations, Trademark applications and Trademark licenses, whether presently existing or hereafter arising or acquired, and the goodwill of the business symbolized by the foregoing, all customer lists and other records of the Assignee relating to the distribution of products bearing the Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, including, without limitation, any claims by the Assignee against third parties for infringement of any of the foregoing to secure the payment of all amounts owing by the Assignee under or in connection with the Credit Agreement dated as of August 30, 1993 (as amended, supplemented, modified or restated from time to time, the "Credit Agreement") among Sweetheart Holdings Inc. ("Holdings"), the lenders party thereto (the "Original Lenders") and Bankers Trust Company, as agent (in such capacity, the "Original Agent").

WHEREAS, in connection with the aforesaid grant of a security interest, the Assignee executed a Collateral Assignment for Security in the U.S. Trademarks dated as of August 30, 1993 in favor of the Original Collateral Agent (the "Collateral Assignment"), which assignment was recorded with the United States Patent and Trademark Office on September 10, 1993 at Reel 1029 Frame 154;

WHEREAS, the Original Lenders, Original Agent and Original Collateral Agent have assigned, transferred and sold to BankAmerica Business Credit, Inc. all their respective right, title and interest in, to and under the Credit Agreement and the other documents and instruments executed in connection therewith (including, without limitation, the Security Agreement and the Collateral Assignment), all pursuant to a certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), dated as of the date hereof, among the Original Lenders, the Original Agent, the Original Collateral Agent, Bank of America Business Credit, Inc. the Assignee and Holdings;

WHEREAS, pursuant to the Assignment and Assumption Agreement, the Original Collateral Agent has resigned as collateral agent under, among other things, the Security Agreement and the Collateral Assignment and Bank America Business Credit, Inc., as agent (Bank America Business Credit Inc. in such capacity as agent, the "Successor Agent") has succeeded to the rights of the Original Collateral Agent thereunder; and

WHEREAS, in connection with such resignation, the Original Collateral Agent is assigning to the Successor Agent all of its right, title and interest into and under the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Assignment and Assumption Agreement, the Original Collateral Agent, the Successor Collateral Agent entered into an Assignment of Grant of Security Interest (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses (the "Trademark Assignment of Grant") whereby the Trademark Assignment of Grant was recorded in the United States Patent and Trademark Office on November 7, 1997 at Reel 1652/Frame 0355.

WHEREAS, Assignee has satisfactorily performed all of its obligations under the Security Agreement and the Assignor desires to release its security interest in the Trademark Collateral, defined as follows:

(i) each U.S. Trademark, service mark, Trademark registration and Trademark application of the Assignee, including, without limitation, each U.S. Trademark, service mark, Trademark registration and Trademark application referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each U.S. Trademark, service mark, Trademark registration and Trademark application of the Borrower;

(ii) each Trademark license of the Assignee, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark license;

(iii) all customer lists and other records of the Assignee relating to the distribution of products bearing any of the Trademark, service marks, Trademark registrations, Trademark applications and Trademark licenses;

(iv) the Security Agreement and any Collateral Assignment for Security in U.S. Trademarks executed in connection therewith (including, without limitation, the Collateral Assignment); and

(v) all proceeds of any of the foregoing, including, without limitation, any claims by the Assignee against third parties for past, present or future infringement of any Trademark, service mark or Trademark registration or application including, without limitation, any Trademark, service mark or Trademark registration or application referred

to in Schedule A, and of any Trademark licensed under any Trademark license, including, without limitation, any Trademark license listed on Schedule A, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in the Trademark Collateral to Assignee and, without representation, warranty or recourse of any kind, reverts the Assignee with full title to the Trademark Collateral.

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IN WITNESS WHEREOF, Assignor has caused this **RELEASE OF LIEN IN TRADEMARKS** to be duly executed as of the date above first written.

ASSIGNOR

Bank of America, N.A., as Agent

By: 

Name: Robert Scalzitti

Title: Vice President

SCHEDULE A

<u>Mark</u>	<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>
LILY	87,365	07/09/12
SUNSHINE	171,409	08/07/23
NESTRITE	290,396	01/05/32
SWEETHEART	377,958	05/21/40
SWEETHEART	379,130	07/02/40
HYGELA	386,110	03/25/41
SWEETHEART	437,193	03/09/48
EAT-IT-ALL	560,074	06/17/52
DUBLE HEDER	573,143	04/14/53
HYGELA SIPPERS	594,615	08/31/54
CONSTELLATION	597,788	11/09/54
LILY VEE	603,781	03/29/55
LILY	605,647	05/10/55
LILY	605,648	05/10/55
DIP-TOP	617,933	12/20/55
IT'S A HUMDINGER	619,714	01/24/56
YOU'LL LOVE HUMDINGERS	623,241	03/13/56
SUNSHINE	644,971	05/07/57
SUNSHINE	646,959	06/18/57
CHINA-COTE	651,877	09/24/57
SWEETHEART	652,696	10/08/57
SWEETHEART	654,599	11/19/57
SWEETHEART	655,302	12/03/57
HI-VI	663,624	07/01/58
PLASTI-SEAL	673,004	01/27/59
HOKY-POKY	677,443	04/21/59
SKY-HI	677,444	04/21/59
TRU-TASTE	677,526	04/28/59
CRYSTALS	679,381	05/26/59
EVERBEST	681,588	07/07/59
HONEY-ROLL	682,989	08/04/59
SUPER KUP	684,146	08/25/59
SQUARE DEAL	684,147	08/25/59

<u>Mark</u>	<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>
TRIPLE HEADER	687,650	11/03/59
GRIP TITE	689,274	12/08/59
SWEETHEART "TRU-TASTE" GOLD SEAL PLASTIC	703,727	09/06/60
GUILDWARE	707,654	11/29/60
POKY	709,796	01/17/61
GLITTERLINE	710,392	01/31/61
TASTE THE COFFEE NOT THE CUP	722,418	10/03/61
SWEETHEART	724,048	11/21/61
SANI-PAC	726,398	01/16/62
SKY DOME	731,688	05/22/62
BANANA BOAT	732,001	05/29/62
DESIGN ONLY	752,714	07/16/63
FLEX-E-FILL	761,897	12/24/63
THERMALENE	766,939	03/24/64
WHIRLCUPS	776,401	09/08/64
AIR-FLO	779,253	11/03/64
GUILD	782,570	12/29/64
PRESTIGE	782,968	01/05/65
DESIGN ONLY	785,005	02/16/65
GUILDWARE	787,091	03/23/65
TWIN FILLER	787,101	03/23/65
SWEETHEART	795,103	08/31/65
SAPPHIRE	806,553	04/05/66
DESIGN ONLY	810,821	07/05/66
LIQU-FILL	848,982	05/14/68
CASUAL CUPS	850,828	06/18/68
EXECUTIVE PACK	850,839	06/18/68
GRIPNEAT	856,819	09/17/68
DESIGN ONLY	856,993	09/17/68
LILY	856,994	09/17/68
LILY	856,995	09/17/68
LILY (AND DESIGN)	856,996	09/17/68
DUB'L SEAL	863,297	01/07/69
LILYPACK	867,135	03/25/69
SILENT SERVICE	887,326	03/10/70
NUTTY BUDDY	887,952	03/17/70

<u>Mark</u>	<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>
SILENT SERVICE	894,091	07/07/70
MTRENE	917,451	08/03/71
PERMA-FLEX STRAW	929,283	02/15/72
XFOME	943,855	10/03/72
ZEST	960,685	06/12/73
ALL AMERICAN	962,978	07/03/73
DYNAMIC	968,966	09/25/73
GUILD FILLING MACHINE	969,580	10/02/73
HUM-DINGER	971,104	10/23/73
STRIP-A-SIP	972,996	11/13/73
ZIP-A-SIP	972,997	11/13/73
RAIN WASHED PASTELS	982,736	04/30/74
FROOTY	983,442	05/07/74
GOLDEN WEST	985,580	06/04/74
LILYWARE	989,430	07/30/74
TEMP TRAY	991,720	08/27/74
HUM-DINGER	995,327	10/08/74
HUM-DINGER	998,858	11/19/74
TROPLYCUPS	999,683	12/17/74
TEM TRAY	1,002,059	01/21/75
COPLEY SQUARE	1,003,304	01/28/75
FUNDAY FARE	1,006,470	03/11/75
SIMPLE ELEGANCE	1,012,218	06/03/75
FUNDAY FARE	1,015,969	07/15/75
MOTHER GOOSE	1,018,440	08/19/74
SPARKLES	1,020,844	08/26/75
GREAT FRIES	1,021,491	09/30/75
MONKEY METRICS	1,044,201	07/20/76
PLATTERDISH	1,050,416	10/12/76
LET'S DO IT TOGETHER	1,054,823	12/21/76
SHAYNA	1,065,325	05/10/77
BUDGET CUP	1,067,724	06/14/77
SWEETHEART SERVING SYSTEM	1,070,564	08/02/77
TROPLYLIDS	1,076,460	11/01/77
TRAVELID	1,077,900	11/22/77
NATURAL GOURMET	1,078,543	11/29/77

<u>Mark</u>	<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>
FRENCH CANE	1,080,396	12/27/77
LILYLITE	1,100,795	08/29/78
IMAGE	1,111,323	01/16/79
DYNASTY	1,127,883	12/18/79
TROPHY	1,146,183	01/20/81
POKER DRAW	1,156,421	06/02/81
TULIP	1,226,011	02/01/83
LOOKING GOOD	1,231,303	03/15/83
SBX	1,247,103	08/02/83
DELI-VISION	1,304,974	11/13/84
GOOD DEAL COUPON	1,328,448	04/02/85
FUNDAY	1,405,880	08/19/86
BAY BRAND	1,407,735	09/02/86
SPRING FLOWER	1,407,736	09/02/86
FLEX-STRAW	1,415,024	10/28/86
STARLITE	1,421,116	12/16/86
INCREDIBLE CONE	1,425,017	01/13/87
FLEXSTYLE	1,440,644	05/26/87
TROPHY XL	1,464,601	11/10/87
FOOD PAC	1,479,324	03/08/88
THE AMERICAN DREAM CONE	1,483,714	04/05/88
GUARDIAN RING	1,490,194	05/31/88
LILY TULIP	1,590,928	04/10/90
LILYTULIP	1,590,929	04/10/90
HIGHLIGHTS	1,604,722	07/03/90
DUTCH COUNTRY	1,622,578	11/13/90
DESIGN ONLY	1,645,689	05/21/91
CENTERPIECE	1,679,447	03/17/92
GALLERY	1,731,169	11/10/92
CLARITY	1,731,170	11/10/92
LUMINA	1,733,113	11/17/92
MUNCHIE CUP	1,769,337	05/04/93
FLEX-E-FORM	1,833,111	04/26/94
DESIGN ONLY	1,838,692	06/07/94
BASIX	1,852,422	09/06/94
FLEX GUARD	1,865,264	11/29/94

<u>Mark</u> AMERICAN	<u>U.S. Trademark Registration No.</u> 1,530,906	<u>Registration Date</u> 02/21/89
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	<u>U.S. Trademark Applica- tion No.</u>	<u>Filing Date</u>
SHELF EVIDENT	S.N. 74/347,110	01/11/93
FLEX-SECURE	S.N. 74/366,646	03/10/93
SNAPAK	S.N. 74/366,647	03/10/93
MAX PAX	S.N. 74/366,648	03/10/93
PINNACLE	S.N. 74/366,649	03/10/93
SWEETHEART SHELF EVIDENT	S.N. 74/347,109	01/11/93
GUARDIAN CARRIER	S.N. 74/244,608	02/10/92
SHADES	S.N. 74/255,873	03/16/92