09-19-2001

101848325

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

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Anchor Glass Container Corporation

09/10/01

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

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Agent
Internal Address:
Street Address: 231 S. LaSalle Street
City: Chicago State: IL Zip: 60697

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other National Banking Association

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: October 16, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,265,032 1,320,769 1,953,772
1,300,589 1,929,484 2,082,372
2,090,093

Additional number(s) attached ☐ Yes ☒ No

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

Name: Art Muir
Internal Address: Jenkens & Gilchrist

Street Address: 225 W. Washington Street
Suite 2600

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....$ 280.00

☒ Enclosed
☒ Authorized to be charged to deposit account
If check not received

8. Deposit account number:

10-0447

(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.

JANET L. MILLER — Name of Person Signing
Janet L. Miller — Signature
9/10/01 — Date

Total number of pages including cover sheet, attachments, and document: 17

09/18/2001 TDIAZ1 00000136 1265032

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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

09/18/2001 TDIAZ1 00000136 1265032
Repln. Ref: 10447
Name/Number: 1265032
$40.00 CR
DAC: 704

COLLATERAL TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL TRADEMARK SECURITY AGREEMENT ("Security Agreement") made as of the 16th day of October, 2000 by ANCHOR GLASS CONTAINER CORPORATION, a Delaware corporation, having its principal office at One Anchor Plaza, 4343 Anchor Plaza Parkway, Tampa, Florida 33634 ("Borrower") in favor of BANK OF AMERICA, National Association, a national banking association, as Agent (in such capacity "Agent"), having an office at 231 South LaSalle Street, Chicago, Illinois 60697 for itself and the benefit of the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Borrower, Agent and the Lenders.

W I T N E S S E T H:

WHEREAS, Agent, the Lenders and Borrower have entered into the Loan Agreement providing for Lenders to make certain Loans and extend other financial accommodations to Borrower (Capitalized terms used but not otherwise defined herein shall have the meaning given such terms in the Loan Agreement.); and

WHEREAS, it is a condition precedent to the making of the Loans under the Loan Agreement by Lenders that Borrower shall have granted the security interest and made the collateral assignment contemplated by this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce Lenders to make Loans under the Loan Agreement, Borrower hereby agrees with Agent and its successors, transferees and assigns as follows:

1. Grant of Security Interest. Subject to the provisions of Section 7 hereof, to secure the prompt and complete payment, observance and performance of all of the Borrower's Obligations, Borrower hereby grants, bargains, assigns, mortgages, pledges, sells and creates a security interest in and transfers and conveys the same to Agent, and its successors, transferees and assigns, for itself and for the benefit of all Lenders, as and by way of a first mortgage and security interest having priority, subject to Section 6 hereof, over all other security interests, with power of sale as hereinafter provided, to the extent permitted by law, with respect to all of the following property of Borrower, whether now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):

(a) all of Borrower's rights, title and interests in and to its trademarks and trademark registrations and all rights and interests under trademark license agreements, trade names and trademark applications for which registrations have been issued by, or applied for with, the United States Patent and Trademark Office, or used in the United States or any state, territory or possession thereof, including, without limitation, the trademarks, trademark registrations and applications listed on Annex A attached hereto and made a part hereof and the trademark license agreements (both as licensee and licensor), listed on Annex B attached hereto and made a part hereof and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof but excluding attorneys' fees and court costs payable to Borrower in respect thereto, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademark, trademark registrations, and interests under trademark license agreements, trade names and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) the goodwill of Borrower's business connected with the Trademarks.

2. Collateral Assignment. Notwithstanding the terms and provisions of Section 1 above, this grant shall be for collateral purposes only. Unless an Event of Default shall have occurred and be continuing, Borrower shall retain the right to use the Collateral, for Borrower's own benefit and account. Upon the occurrence and during the continuance of any Event of Default, Borrower's rights to the Collateral as set forth in this paragraph shall terminate automatically without any requirement of notice to Borrower of such termination, and the Agent shall thereupon have, in addition to all other rights and remedies given it by this Agreement, those allowed by the federal laws of the United States and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Collateral may be located.

3. Restrictions on Future Agreements. Borrower agrees that during the existence and continuation of an Event of Default and until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Borrower will not, without Agent's prior written consent, abandon any Trademark or enter into any agreement, except with Borrower's Affiliates, including, without limitation, any license agreement, which is inconsistent with Borrower's obligations under this Security Agreement if such actions would materially adversely affect the fair market value of the Collateral or the benefits of this Security Agreement granted to Agent including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Agent hereunder, and Borrower further agrees that during the existence and continuation of an Event of Default it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which

would affect the validity or enforcement of the rights granted to Agent under this Security Agreement and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.

4. New Trademarks. Borrower represents and warrants that the Trademarks listed on Annex A and on Annex B constitute all of the Trademarks and applications now owned by or licensed to or by Borrower for which registrations have been issued by, or applied for with, the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Loan Agreement terminated, Borrower shall (i) obtain rights to any new trademarks, trademark registrations or applications or trade names used in the United States or any state, territory or possession thereof, or (ii) become entitled to the benefit of any trademarks, trademark registrations or applications or trade names used in the United States or any state, territory or possession thereof, the provisions of Section 1 above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Annex A and Annex B to include any future Trademarks, Trademark applications and Trademark license agreements which are Trademarks, as applicable, under Section 1 above or under this Section 4.

5. Additional Representations and Warranties. Subject to Section 6, Borrower hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided herein or in the Loan Agreement, including, without limitation, dispositions of Collateral in connection with dispositions of assets permitted under the Loan Agreement, it is and will continue to be the owner of all right, title and interest in the Collateral so long as the Trademarks shall continue in force, free from any lien or security interest in favor of any Person except for the security interest granted to Agent and Permitted Liens.

(b) It has the full right and power to grant the security interest in the Collateral made hereby.

(c) Except to its Affiliates and for Permitted Liens, it has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral except for license agreements to use such Trademarks granted to licensees described on Annex B hereto.

(d) (i) There is no financing statement or other document or instrument now signed or on file in any public office covering any part of the Collateral, except those showing Agent as secured party or related to Permitted Liens, and so long as any of Borrower's Obligations remain outstanding under the Loan Agreement or the Loan Agreement has not terminated, and (ii) it will not execute, and it shall not permit there to be on file in any public office, any such financing statement or other document or

instruments, except financing statements on file or to be filed in favor of Agent or related to Permitted Liens.

(e) Subject to any limitations stated therein or in connection therewith, all information furnished to Agent or the other Lenders concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.

(f) To the best of Borrower's knowledge and belief after due inquiry, no material infringement or unauthorized use presently is being made of any of the Trademarks which would materially adversely affect the fair market value of the Collateral or the benefits of this Security Agreement granted to Agent including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Agent hereunder.

6. Priority. The grant of the security interest set forth in Section 1 of this Security Agreement and the priority of Agent's lien in the Collateral is limited by the provisions of the First Mortgage Notes Indenture, and the Intercreditor Agreement (as they may be amended, modified and replaced from time to time) to the extent and for so long as the First Mortgage Notes Indenture and the Intercreditor Agreement remain in effect.

7. Required Consents. If any agreement to which the Borrower is presently a party contains a provision that in effect prohibits or limits Borrower's rights to grant a security interest or provides in effect that any Collateral specified herein may not be pledged, assigned or otherwise encumbered without the leave, license, consent or approval (collectively, the "Consent") of the other party to such agreement, the security interest created hereby shall be conditioned upon such Consent having been obtained. Borrower hereby represents that all agreements requiring such Consents are listed in Annex C to this Security Agreement.

8. Royalties; Terms. Borrower hereby agrees that any rights to use granted hereunder by Agent and its successors, transferees and assigns with respect to all Collateral as described above shall be worldwide (to the extent Borrower has such rights) and without any liability for royalties or other related charges from Agent or Lenders, ratably, to Borrower. The term of the assignments of security interests granted herein shall extend until the earlier of (i) the expiration or termination of each of the Trademarks assigned hereunder or (ii) all Borrower's Obligations have been paid in full and the Loan Agreement has been terminated.

9. Agent's Right to Inspect. Agent shall have the right, upon reasonable notice and from time to time, to inspect Borrower's premises and to examine Borrower's books, records and

TRADEMARK
REEL: 002368 FRAME: 0640

operations. During the existence and continuation of an Event of Default, Borrower agrees not to sell or assign its interest in, or grant any license under, any of the Collateral without the prior written consent of Agent. Unless Agent reasonably determines that to do so would be adverse to its interests, Agent will give Borrower reasonable advance notice and make any inspections during Borrower's normal business hours.

10. Release of Security Interest.

(a) This Security Agreement is made for collateral purposes only. Upon payment in full of all of Borrower's Obligations and termination of the Loan Agreement, Agent shall, at Borrower's sole cost and expense, execute and deliver to Borrower all termination statements, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.

(b) Upon any sale, assignment, lease or other disposition of all or any part of the Collateral permitted by the Loan Agreement or in connection with the sale, assignment, lease or other disposition of assets permitted by the Loan Agreement, with application of the proceeds thereof made in accordance with the Loan Agreement, Agent acknowledges and agrees that the security interest in the Collateral granted hereby shall be released and that it shall execute and deliver to Borrower all termination statements, assignments and other documents and instruments as may be necessary or desirable to fully release the security interest in such Collateral granted hereby.

11. Duties of Borrower. During the existence and continuation of an Event of Default Borrower agrees: (a) Borrower shall have the duty (i) to prosecute diligently any Trademark application that is part of the Trademarks pending as of the date hereof or thereafter until all Borrower Obligations shall have been paid in full and the Loan Agreement shall have been terminated, (ii) to make application on Trademarks as appropriate and (iii) to preserve and maintain all rights in trademark applications, trademarks, trade names, interests under trademark license agreements and trademark registrations that are part of the Trademarks, the fair market value of the Collateral, in each case to the extent such items are still used or useful in the business of Borrower, or the benefits of this Security Agreement granted to Agent including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Agent hereunder; (b) any expenses incurred in connection with such applications shall be borne by Borrower; (c) Borrower agrees to retain a registered Trademark attorney approved by Agent for the filing and prosecution of all such applications and other proceedings at the time of such filing of prosecution; and (d) Borrower shall not abandon any pending trademark application without the consent of Agent.

If Borrower fails to comply with any of the foregoing duties, Agent may do so in Borrower's name to the extent permitted by law, but at Borrower's expense, and Borrower hereby agrees to reimburse Agent in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Agent in protecting, defending and maintaining the Collateral, which counsel may be the employee of the Agent.

In the event that Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or security interest prohibited hereby, or shall fail to comply with any other duty hereunder, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Borrower, and all moneys so paid out shall be Borrower Obligations repayable on demand, together with interest at the rate of interest applicable to Loans under the Loan Agreement.

Borrower further agrees that for so long as no Event of Default exists Borrower will at all times maintain, preserve and protect the Collateral to the extent consistent with prudent and reasonable business practices.

12. Remedies; Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Agent's remedies shall be as set forth in the Loan Agreement and Section 6 of that certain General Security Agreement of even date herewith by and among, inter alia, Borrower and Agent (as if such Event of Default constituted a "Default" under the General Security Agreement). In addition to the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent and its successors, transferees and assigns shall have the right, but shall in no way be obligated, to bring suit in their own name to enforce the Trademarks, and any licenses thereunder, and, if Agent or any such other party shall commence any such suit, Borrower shall, at the request of Agent or such other party, do any and all lawful acts and execute any and all proper documents required by Agent or such other party in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent or such other party for all costs and expenses incurred by Agent or such other party in the exercise of their rights under this Section 12.

13. Waivers. No course of dealing between Borrower and Agent or any of their respective successors, transferees and assigns, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such other party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of the rights and remedies of Agent, the other Lenders and their successors, transferees and assigns with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power (i) at any time after the occurrence of an Event of Default, to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Collateral, or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance upon title thereof created after the date of this Security Agreement, and (ii) at any time and from time to time to take any other actions with respect to the Collateral as Agent reasonably deems in its best interests. Agent hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Borrower Obligations shall have been paid in full and the Loan Agreement has been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent, the other Lenders or their successors, transferees and assigns under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Agent and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located. Recourse to security will not be required at any time.

17. Care of Collateral. Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as Borrower shall request in writing, but failure of Agent to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Agent to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by Borrower shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral unless such failure is the result of gross negligence or willful misconduct.

18. Certain Rights Regarding Collateral and Borrower Obligations. Agent may, upon the occurrence and during the continuance of an Event of Default, without notice to Borrower, take all or any of the following actions: (a) transfer all or any part of the Collateral into the name of Agent or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder, (b) notify the parties obligated on any of the Collateral to make payment to Agent of any amounts due or to become due hereunder, (c) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto and (d) take control of any proceeds of the Collateral. Agent may, furthermore, from time to time, whether before or after any of the Borrower Obligations shall become due and payable, without notice to Borrower, take all or any of the following actions: (a) retain or obtain a security interest in any property, in addition to the Collateral, to secure any of the Borrower Obligations, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Borrower with respect to any of the Borrower Obligations, (c) extend or renew for any period (whether or not longer than the original period) or exchange any of the Borrower Obligations or release or compromise any obligation of any nature of any party with respect thereto, (d) surrender, release or exchange all or any part of any property, in addition to the Collateral, securing any of the Borrower Obligations, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect to any such property, and (e) resort to the Collateral for payment of any of the Borrower Obligations whether or not it shall have resorted to any other property securing the Borrower Obligations or shall have proceeded against any party primarily or secondarily liable on any of the Borrower Obligations.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its respective successors, transferees and assigns.

20. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois as further provided in Section 15.3 of the Loan Agreement.

21. Notice. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in accordance with the provisions of the Loan Agreement.

20. Consent to Jurisdiction; Waiver of Jury Trial. To induce Agent to accept this Security Agreement, Borrower irrevocably agrees that this Security Agreement incorporates herein Section 15.3 of the Loan Agreement, with respect to submission to jurisdiction and Section 15.4 of the Loan Agreement, with respect to waiver of jury trial.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Security Agreement as of the day first above written.

[Remainder of Page Intentionally Left Blank]
- Signature Pages Follow -

TRADEMARK
REEL: 002368 FRAME: 0645

ANCHOR GLASS CONTAINER CORORATION,
a Delaware corporation

By: _____
Name: John H. Ghaznavi
Title: Chairman & CEO

Address: One Anchor Plaza
4343 Anchor Plaza Parkway
Attention: Tampa, FL 33634

BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association, as Agent

By: _____
Name: Stephen G. Bernardo
Title: Vice President

Address: 231 South LaSalle St.
Chicago, IL 60697
Attention: Portfolio Manager

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

The foregoing Collateral Trademark Security Agreement was executed and acknowledged before me this 16TH day of October, 2000, by JOHN J. GHAZNAVI, personally known to me to be the CHAIRMAN & CEO of Anchor Glass Container Corporation, a Delaware corporation, on behalf of such corporation.

(SEAL)

"OFFICIAL SEAL"
LAURA LIGHTHOLDER
Notary Public, State of Illinois
My Commission Expires 10/1/02

Notary Public
COOK County, ILLINOIS
My Commission expires:
10/01/02

Collateral Trademark Security Agreement
CHICAGO 129246v4 46715-00143

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

The foregoing Collateral Trademark Security Agreement was executed and acknowledged before me this 16TH day of October, 2000, by STEPHEN G. BERNARDO, personally known to me to be the VICE PRESIDENT Bank of America, National Association, a national banking association, as Agent, on behalf of such bank.

(SEAL)

"OFFICIAL SEAL"
LAURA LIGHTHOLDER
Notary Public, State of Illinois
My Commission Expires 10/1/02

Notary Public
COOK County, ILLINOIS
My Commission expires:
10/01/02

Collateral Trademark Security Agreement
CHICAGO 129246v4 46715-00143

ANNEX A
to
Collateral Trademark Security Agreement
Dated as of October 16, 2000
Trademarks and Applications

U.S. Trademarks:

Description	Registration Number	Date of Registration
Cornucopia Design	1,265,032	January 24, 1984
GOLDEN HARVEST and Cornucopia Design	1,300,589	October 16, 1984
Anchor Design	1,320,769	February 19, 1985
LINELITES	1,929,484	October 24, 1995
STELLAR	1,953,772	January 30, 1996
LASTING IMPRESSIONS	2,082,372	July 22, 1997
SPLASH	2,090,093	August 19, 1997

Foreign Trademarks:

Description	Registration Number	Country
GLASSCAN	1,824,635	Argentina
GLASSCAN	816528640	Brazil
LINELITES	733,175	Canada
STELLAR	778,038	Canada
Anchor Design	324,040	Canada
LINELITES	502,888	Mexico
STELLAR	491,744	Mexico
GLASSCAN	416,585	Mexico
GLASSCAN	249,589	Uruguay

ANNEX B
to
Collateral Trademark Security Agreement
Dated as of October 16, 2000

Trademark License Agreements

Name/Address	Description of License Agreement	Licensee under Agreement

None.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Joanna Pinos, a Notary in and for the State of Illinois do hereby certify that the attached is a true and correct copy of **COLLATERAL TRADEMARK SECURITY AGREEMENT** between Anchor Glass Container Corporation and Bank of America, National Association executed on October 16, 2000.

Signed and dated this 7th day of September, 2001.

Joanna Pinos
Notary Public

"OFFICIAL SEAL"
JOANNA PINOS
Notary Public, State of Illinois
My Commission Expires 01/12/02

CHICAGO 32714v1 47097-00001