4/19/04

10-27-2004

RE

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

102868737

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 HOCKING OPERATING COMPANY LLC

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

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

2. Name and address of receiving party(ies)

Name: MADELEINE L.L.C. 10/27/04

Internal Address:

Street Address: 299 Park Ave., 24TH FL.

City: NEW YORK State: NY Zip: 10171

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

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: 4/13/04

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

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No

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

Name: Judy Carkner

Internal Address: c/o CSC

Street Address: 80 STATE STREET
6TH FLOOR

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 60

7. Total fee (37 CFR 3.41).....$ 1515.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Judy Carkner — Name of Person Signing
Signature
4/15/04 — Date

Total number of pages including cover sheet, attachments, and document: 33

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

SCHEDULE A

Trademarks of Debtor

Anchor Hocking Operating Company LLC Trademarks

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM	STATUS	APPL. DATE	REG. DATE
ANCHOR HOCKING	Argentina	1985095	1601413 (1158484)	Registered	06/27/1995	07/02/1985
ANCHOR HOCKING & ANCHOR LOGO	Argentina	1686159	1746194	Registered	04/04/1989	07/26/1999
OVATIONS	Argentina	2111609	1726446	Registered	10/30/1997	03/22/1999
ANCHOR HOCKING	Australia	182967	182967	Registered	09/17/1977	09/17/1977
ANCHOR HOCKING & ANCHOR LOGO	Australia	320774	A320774	Registered	08/07/1978	08/07/1978
OVATIONS	Australia	747547	747547	Registered	10/31/1997	10/31/1997
ANCHOR HOCKING	Benelux	500367	1036	Registered	01/04/1971	01/04/1971
ANCHOR HOCKING & ANCHOR LOGO	Benelux	625681	354852	Registered	07/28/1978	07/28/1978
ANCHOR HOCKING	Brazil	6149499	6149499	Registered	10/25/1985	10/25/1985
ANCHOR HOCKING & ANCHOR LOGO	Brazil	816974225	816974225	Registered	11/27/1992	03/22/1994
OVATIONS	Brazil	820349852	820349852	Registered	10/31/1997	12/07/1999
ANCHOR HOCKING	Chile	273961	428035	Registered	06/15/1984	06/15/1984
ANCHOR HOCKING & ANCHOR LOGO	Chile	136149	558008	Registered	07/19/1989	01/07/2000
OVATIONS	Chile	395534	512825	Registered	10/31/1997	05/19/1998
ANCHOR HOCKING	China P.R.	29791	283241	Registered	07/22/1986	04/10/1987
ANCHOR HOCKING	China P.R.	29793	284944	Registered	07/22/1986	04/20/1987
ANCHOR HOCKING & ANCHOR LOGO	China P.R.	29790	284947	Registered	07/22/1986	04/20/1987
ANCHOR HOCKING	Colombia	98-002284	213054	Registered	01/20/1998	09/28/1998
OVATIONS	Colombia	97-063913	212200	Registered	10/30/1997	08/31/1998
ANCHOR HOCKING	Costa Rica	23289	29116	Registered	02/17/1964	02/17/1999
ANCHOR HOCKING & ANCHOR LOGO	Denmark	VA3275/1978	VR02131/1979	Registered	07/31/1978	07/20/1979
ANCHOR HOCKING	Dominican Republic	29452	29452	Registered	09/05/1979	09/05/1979
ANCHOR HOCKING	Ecuador	33473	2313/93	Registered	07/23/1992	09/09/1993
ANCHOR HOCKING & ANCHOR LOGO	France	115336	1517924	Registered	09/25/1988	09/25/1988
ANCHOR HOCKING & ANCHOR LOGO	France	151042	1737608	Registered	08/24/1989	08/24/1989
FIRE-KING	France	738066	1304160	Registered	03/29/1985	03/29/1985
OVATIONS	France	98741384	98741384	Registered	07/10/1998	07/10/1998
SURE-GUARD	France	98742221	98742221	Registered	07/17/1998	07/17/1998
ANCHOR HOCKING	Germany	A13638/21WZ	871739	Registered	09/18/1963	08/07/1970
ANCHOR HOCKING & ANCHOR LOGO	Germany	430574/21WZ	982941	Registered	07/28/1978	03/02/1979
FIRE-KING	Germany	A09873/21WZ	747672	Registered	08/05/1960	04/17/1961
OVATIONS	Germany	39839835.6	39839835	Registered	07/16/1998	03/16/1999
SURE-GUARD	Germany	39839836.4	39839836	Registered	07/16/1998	05/03/1999
ANCHOR HOCKING	Great Britain	854238	B54238	Registered	09/18/1963	09/18/1963
ANCHOR HOCKING & ANCHOR LOGO	Great Britain	1101986	1101986	Registered	09/26/1978	09/26/1978
FIRE-KING (STYLIZED)	Great Britain	809052	809052	Registered	08/05/1960	08/05/1960
SURE-GUARD	Great Britain	2171215	2171215	Registered	07/03/1998	07/03/1998
ANCHOR HOCKING	Greece	49419	49419	Registered	11/18/1972	02/18/1974

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM	STATUS	APPL. DATE	REG. DATE
ANCHOR HOCKING & ANCHOR LOGO	Greece	62895	62895	Registered	02/15/1989	02/15/1989
ANCHOR HOCKING & ANCHOR LOGO	Guatemala	40315	40315	Registered	11/17/1980	11/17/1980
ANCHOR HOCKING & ANCHOR LOGO	Hong Kong	1181/1985	2711/1986	Registered	04/10/1985	11/17/1986
FIRE-KING	Hong Kong	1127/1959	1127/1959	Pend. Aband.	08/04/1959	11/03/1959
ANCHOR HOCKING & ANCHOR LOGO	Indonesia	285567	285567	Registered	05/16/1991	01/07/1993
ANCHOR HOCKING	Iran	25258	25258	Registered	01/18/1964	01/18/1964
ANCHOR HOCKING & ANCHOR LOGO	Italy	34769C/78	369367	Registered	09/27/1978	09/26/1985
OVATIONS	Italy	M198C007860		Filed	07/31/1998	
SURE-GUARD	Italy	M198C007859		Filed	0/31/1998	
ANCHOR HOCKING & ANCHOR LOGO	Japan	68562/83	1659608	Registered	09/19/1983	02/23/1984
OVATIONS	Japan	173275/1997	4307740	Registered	10/31/1997	08/20/1999
ANCHOR HOCKING & ANCHOR LOGO	Kuwait	11108	10209	Registered	05/15/1979	05/15/1979
AMERICA'S #1 CHOICE FOR GLASSWARE	Mexico	332541	593787	Registered	05/14/1998	11/26/1998
ANCHOR HOCKING	Mexico	70425	377310	Registered	08/30/1980	05/31/1990
ANCHOR HOCKING & ANCHOR LOGO	Mexico	70426	382328	Registered	08/30/1989	08/29/1990
OVATIONS	Mexico	312769	575390	Registered	10/31/1997	05/06/1998
EQUATHERM	Mexico	332424	590982	Registered	05/13/1998	10/27/1998
ANCHOR HOCKING & ANCHOR LOGO	New Zealand	124628	124628	Registered	08/01/1978	08/01/1978
ANCHOR HOCKING & ANCHOR LOGO	Nigeria	34137	34137	Pend. Aband.	12/20/1978	12/20/1978
ANCHOR HOCKING	Norway	66384	66384	Registered	11/18/1963	06/24/1965
ANCHOR H DESIGN	Paraguay	77/061	192654	Registered	05/16/1966	06/23/1976
ANCHOR HOCKING & ANCHOR LOGO	Paraguay	3032	217963	Registered	04/05/1989	09/30/1999
ANCHOR HOCKING	Peru		54834	Registered		
ANCHOR HOCKING	Peru	177691	92277	Registered	11/16/1990	07/22/1991
ANCHOR HOCKING	Philippines	54976	39496	Pend. Aband.	10/30/1984	06/27/1988
ANCHOR HOCKING	Philippines	00123293		Filed	08/06/1997	
OVATIONS	Philippines	00126228		Pend. Aband.	11/03/1997	
ANCHOR HOCKING & ANCHOR LOGO	Portugal	199627	199627	Registered	08/14/1978	03/14/1986
ANCHOR HOCKING	Saudi Arabia	87/39	87/39	Registered	12/30/1979	10/18/1981
ANCHOR HOCKING	Singapore	77127	S/77127	Registered	08/22/1978	08/22/1978
ANCHOR HOCKING	South Africa	3127/78	3127/78	Registered	06/27/1978	06/27/1978
ANCHOR HOCKING & ANCHOR LOGO	South Africa	3702/78	3702/78	Registered	08/01/1978	08/01/1978
FIRE-KING	South Africa	3421/45	3421/45	Registered	12/31/1945	12/31/1945
OVATIONS	South Korea	50949/1997	431802	Registered	10/31/1997	12/01/1998
FIRE-KING (STYLIZED)	Spain	457141	457141	Registered	10/16/1964	02/26/1966
OVATIONS	Spain	2173613	2173613	Registered	07/09/1998	01/20/1999
SURE-GUARD	Spain	2177000	2177000	Registered	07/27/1998	06/21/1999
ANCHOR HOCKING	Sweden	4272/63	115981	Registered	11/18/1963	04/22/1966
ANCHOR HOCKING & ANCHOR LOGO	Sweden	78/3766	176478	Registered	07/31/1978	05/08/1981
ANCHOR HOCKING & ANCHOR LOGO	Taiwan	174711	174711	Registered	03/16/1982	03/16/1982

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM	STATUS	APPL. DATE	REG. DATE
ANCHOR HOCKING	Turkey	19069	196671	Registered	12/16/1997	12/16/1997
OVATIONS	Turkey	16450	193376	Registered	11/03/1997	11/03/1997
AMANDA	United States	74/455499	1904466	Registered	11/02/1993	07/11/1995
AMBER CUISINE	United States	73/224429	1153195	Registered	07/23/1979	05/05/1981
AMBER CUISINE ENTREES	United States	73/270702	1172331	Registered	07/18/1980	10/06/1981
AMERICA'S #1 CHOICE FOR GLASSWARE	United States	75/390328	2260099	Registered	11/14/1997	07/06/1999
ANCHOR HOCKING	United States	72/156791	756056	Registered	11/07/1962	09/03/1963
ANCHOR ANCHOR HOCKING COMPANY & DESIGN	United States	75/886427		Pending	01/04/2000	
ANCHOR GLASS (STYLIZED)	United States	71/483015	419329	Registered	05/05/1945	02/12/1946
ANCHOR HOCKING	United States	73/126627	1105644	Registered	05/16/1977	11/07/1978
ANCHOR HOCKING	United States	72/180058	778179	Pend. Aband.	10/30/1963	10/06/1964
ANCHOR HOCKING & ANCHOR LOGO	United States	73/134944	1098823	Registered	07/22/1977	08/08/1978
ANCHOR HOCKING & ANCHOR LOGO	United States	73/145741	1099685	Registered	10/25/1977	08/15/1978
ANCHOR HOCKING & ANCHOR LOGO	United States	73/147395	1100133	Registered	11/07/1977	08/22/1978
ANCHOR HOCKING (& Anchor Logo)	United States	73/156711	1179218	Pend. Aband.	01/27/1978	11/24/1981
ANCHOR LOGO	United States	73/134945	1083569	Registered	07/22/1977	01/24/1978
ANCHOR LOGO	United States	73/145367	1091766	Registered	10/20/1977	05/23/1978
ANCHOR LOGO	United States	73/134945	1083569	Registered	07/22/1977	01/24/1978
ANCHOR LOGO	United States	73/147396	1095874	Registered	11/07/1977	07/11/1978
ASHTON	United States	74/521526	1984968	Registered	05/09/1994	07/09/1996
BASKET BUFFET	United States	73/159100	1100796	Registered	02/17/1978	08/29/1978
BRISTOL PARK	United States	75/111645	2126682	Registered	05/30/1996	01/06/1998
CELEBRATE	United States	74/221503	1797033	Registered	11/12/1991	10/05/1993
COUNTRY ACCENTS	United States	73/346879	1222631	Pend. Aband.	01/25/1982	01/04/1983
COURTNEY	United States	73/346878	1222630	Registered	01/25/1982	01/04/1983
DOUBLES	United States	74/631609	2019806	Registered	02/08/1995	11/26/1996
ELIZABETH	United States	74/375096	1866397	Cancelled	03/31/1993	12/06/1994
ENTERTAINERS	United States	75/222707	2127234	Registered	01/08/1997	01/06/1998
ENTREES	United States	73/277416	1172335	Registered	09/11/1980	10/06/1981
EQUATHERM	United States	75/390484	2212927	Pend. Aband.	11/14/1997	12/22/1998
ESSEX	United States	75/044510	2013968	Registered	01/11/1996	11/05/1996
EXCELLENCY	United States	73/168766	1110057	Registered	05/02/1978	12/26/1978
FAIRFIELD	United States	72/167,601	767568	Registered	04/26/1963	03/31/1964
FIRE-KING	United States	71/440614	388452	Registered	02/13/1941	06/24/1941
FIRE-KING (STYLIZED)	United States	71/549603	522575	Registered	02/13/1948	03/21/1950
GOLDEN SHELL	United States	72/164300	755481	Registered	03/11/1963	08/27/1963
GREAT COOKS (AND DESIGN)	United States	73/814980	1617675	Registered	07/26/1989	10/16/1990
HOME CLASSICS & DESIGN	United States	73/814978	1602357	Pend. Aband.	07/26/1989	06/19/1990
MOMENTS	United States	73/457679	1346240	Registered	12/19/1983	07/02/1985
NEWPORT	United States	73/027953	1022710	Registered	07/29/1974	10/14/1975
OVATIONS	United States	75/285243	2235116	Registered	05/02/1997	03/23/1999
OVEN BASICS	United States	73/360913	1269250	Registered	04/22/1982	03/06/1984
PLAZA	United States	73/407738	1271864	Pend. Aband.	12/30/1982	03/27/1984

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM	STATUS	APPL. DATE	REG. DATE
RIM-TEMPERED	United States	73/647833	1479195	Registered	03/05/1987	03/01/1988
ROLY POLY	United States	73/523112	1360611	Pend. Aband.	02/21/1985	09/17/1985
SETTING THE TABLE FOR AMERICA	United States	73/314818	1226682	Registered	06/15/1981	02/08/1983
SHAPE CHANGE PROGRAM	United States	75/501325	2303707	Pend. Aband.	06/12/1998	12/28/1999
SURE-GUARD	United States	75/449475	2289581	Registered	03/13/1998	10/26/1999
SURE-SNUFF	United States	72/202344	788905	Registered	09/22/1964	05/04/1965
TABLEMATES	United States	73/289311	1224294	Registered	12/11/1980	01/18/1983
TAKE-OUTS	United States	75/449566	2286647	Registered	03/13/1998	10/12/1999
TARTAN	United States	74/225597	1783467	Registered	11/26/1991	07/20/1993
THE ENTERTAINERS	United States	73/266075	1257598	Pend. Abandon	06/12/1980	11/15/1983
THE STOWAWAYS	United States	73/270703	1224293	Registered	07/18/1980	01/18/1983
TOSCANY	United States	73/516429	1349337	Registered	01/07/1985	07/16/1985
TOSCANY (STYLIZED)	United States	74/255028	1795902	Registered	03/13/1992	09/28/1993
TOSCANY EVERYDAY	United States	76/123446		Pending	09/06/2000	
VICTORIA	United States	75/10773	2089810	Registered	10/26/1995	08/19/1997
WE SET THE TABLE FOR AMERICA	United States	73/273400	1190030	Registered	08/08/1980	02/16/1982
WEXFORD	United States	76/334829	2604743	Pending	11/06/2001	08/06/2002
WEXFORD (STYLIZED)	United States	73/212251	1172321	Registered	04/19/1979	10/06/1981
ANCHOR HOCKING	Uruguay	179601	245633 (fka 168304)	Registered	09/21/1981	09/21/1981
ANCHOR HOCKING	Venezuela	48564	48564-F	Registered	11/20/1979	11/20/1979
ANCHOR HOCKING & ANCHOR LOGO	Venezuela	101215	101215-F	Registered	01/12/1983	01/12/1983
ANCHOR HOCKING & ANCHOR LOGO	Venezuela	101216	101216-F	Registered	01/12/1983	01/12/1983
FIRE-KING	Venezuela	19972	19972	Expired	10/16/1948	10/16/1948
FIRE-KING	Venezuela	073652002		Published	05/20/2002	
OVATIONS	Venezuela	22244/97		Pend. Aband.	10/31/1997	
ANCHOR HOCKING	Vietnam	14915	12340	Registered	08/07/1993	06/27/1994
AMBER CUISINE	Argentina	1264321	1379749	Registered		AMBER CUISINE
ANCHOR "H" DESIGN	Switzerland	247568	414594	Registered		ANCHOR "H" DESIGN
ANCHOR HOCKING & ANCHOR LOGO	Argentina	1864371	1465452	Registered	12/02/1992	ANCHOR HOCKING & ANCHOR LOGO
ANCHOR HOCKING & ANCHOR LOGO	Venezuela	101214	101214-F	Registered	01/12/1983	ANCHOR HOCKING & ANCHOR LOGO
ANCHOR HOCKING & ANCHOR LOGO	United States	73/145321	1091765	Registered	10/20/1977	ANCHOR HOCKING & ANCHOR LOGO
H ANCHOR ANCHOR HOCKING COMPANY DESIGN	United States	75/886427	2742571	Registered	1/4/2000	H ANCHOR ANCHOR HOCKING COMPANY DESIGN

Trademark Licenses

TRADEMARK
REEL: 003073 FRAME: 0623

Anchor Hocking Operating Company LLC Trademark Licenses

1. Agreement dated February 5, 1992 between Anchor Hocking Operating Company LLC and St. George Crystal, Ltd., which license was sublicensed pursuant to the Sublicense Agreement dated February 24, 1998, between St. George Crystal, Ltd. and Alfay Designs, Inc.

2. License Agreement dated May 1, 1999 between The Coca-Cola Company and Anchor Hocking Operating Company LLC, as amended pursuant to an addendum dated January 4, 2001, and extended pursuant to License Agreement effective January 1, 2003 between The Coca-Cola Company and Calphalon Corporation amended June 24, 2003.

3. License Agreement dated November 9, 1999 between Disney Enterprises, Inc. and Anchor Hocking Operating Company LLC.

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM	STATUS	APPL. DATE	REG. DATE
AMANDA	United States	74/455499	1904466	Registered	11/02/1993	07/11/1995
AMBER CUISINE	United States	73/224429	1153195	Registered	07/23/1979	05/05/1981
AMBER CUISINE ENTREES	United States	73/270702	1172331	Registered	07/18/1980	10/06/1981
AMERICA'S #1 CHOICE FOR GLASSWARE	United States	75/390328	2260099	Registered	11/14/1997	07/06/1999
ANCHOR HOCKING	United States	72/156791	756056	Registered	11/07/1962	09/03/1963
ANCHOR ANCHOR HOCKING COMPANY & DESIGN	United States	75/886427		Pending	01/04/2000	
ANCHOR GLASS (STYLIZED)	United States	71/483015	419329	Registered	05/05/1945	02/12/1946
ANCHOR HOCKING	United States	73/126627	1105644	Registered	05/16/1977	11/07/1978
ANCHOR HOCKING	United States	72/180058	778179	Pend. Aband.	10/30/1963	10/06/1964
ANCHOR HOCKING & ANCHOR LOGO	United States	73/134944	1098823	Registered	07/22/1977	08/08/1978
ANCHOR HOCKING & ANCHOR LOGO	United States	73/145741	1099685	Registered	10/25/1977	08/15/1978
ANCHOR HOCKING & ANCHOR LOGO	United States	73/147395	1100133	Registered	11/07/1977	08/22/1978
ANCHOR HOCKING (& Anchor Logo)	United States	73/156711	1179218	Pend. Aband.	01/27/1978	11/24/1981
ANCHOR LOGO	United States	73/134945	1083569	Registered	07/22/1977	01/24/1978
ANCHOR LOGO	United States	73/145367	1091766	Registered	10/20/1977	05/23/1978
ANCHOR LOGO	United States	73/134945	1083569	Registered	07/22/1977	01/24/1978
ANCHOR LOGO	United States	73/147396	1095874	Registered	11/07/1977	07/11/1978
ASHTON	United States	74/521526	1984968	Registered	05/09/1994	07/09/1996
BASKET BUFFET	United States	73/159100	1100796	Registered	02/17/1978	08/29/1978
BRISTOL PARK	United States	75/111645	2126682	Registered	05/30/1996	01/06/1998
CELEBRATE	United States	74/221503	1797033	Registered	11/12/1991	10/05/1993
COUNTRY ACCENTS	United States	73/346879	1222631	Pend. Aband.	01/25/1982	01/04/1983
COURTNEY	United States	73/346878	1222630	Registered	01/25/1982	01/04/1983
DOUBLES	United States	74/631609	2019806	Registered	02/08/1995	11/26/1996
ELIZABETH	United States	74/375096	1866397	Cancelled	03/31/1993	12/06/1994
ENTERTAINERS	United States	75/222707	2127234	Registered	01/08/1997	01/06/1998
ENTREES	United States	73/277416	1172335	Registered	09/11/1980	10/06/1981
EQUATHERM	United States	75/390484	2212927	Pend. Aband.	11/14/1997	12/22/1998
ESSEX	United States	75/044510	2013968	Registered	01/11/1996	11/05/1996
EXCELLENCY	United States	73/168766	1110057	Registered	05/02/1978	12/26/1978
FAIRFIELD	United States	72/167,601	767568	Registered	04/26/1963	03/31/1964
FIRE-KING	United States	71/440614	388452	Registered	02/13/1941	06/24/1941
FIRE-KING (STYLIZED)	United States	71/549603	522575	Registered	02/13/1948	03/21/1950
GOLDEN SHELL	United States	72/164300	755481	Registered	03/11/1963	08/27/1963
GREAT COOKS (AND DESIGN)	United States	73/814980	1617675	Registered	07/26/1989	10/16/1990
HOME CLASSICS & DESIGN	United States	73/814978	1602357	Pend. Aband.	07/26/1989	06/19/1990
MOMENTS	United States	73/457679	1346240	Registered	12/19/1983	07/02/1985
NEWPORT	United States	73/027953	1022710	Registered	07/29/1974	10/14/1975
OVATIONS	United States	75/285243	2235116	Registered	05/02/1997	03/23/1999
OVEN BASICS	United States	73/360913	1269250	Registered	04/22/1982	03/06/1984
PLAZA	United States	73/407738	1271864	Pend. Aband.	12/30/1982	03/27/1984

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM	STATUS	APPL. DATE	REG. DATE
RIM-TEMPERED	United States	73/647833	1479195	Registered	03/05/1987	03/01/1988
ROLY POLY	United States	73/523112	1360611	Pend. Aband.	02/21/1985	09/17/1985
SETTING THE TABLE FOR AMERICA	United States	73/314818	1226682	Registered	06/15/1981	02/08/1983
SHAPE CHANGE PROGRAM	United States	75/501325	2303707	Pend. Aband.	06/12/1998	12/28/1999
SURE-GUARD	United States	75/449475	2289581	Registered	03/13/1998	10/26/1999
SURE-SNUFF	United States	72/202344	788905	Registered	09/22/1964	05/04/1965
TABLEMATES	United States	73/289311	1224294	Registered	12/11/1980	01/18/1983
TAKE-OUTS	United States	75/449566	2286647	Registered	03/13/1998	10/12/1999
TARTAN	United States	74/225597	1783467	Registered	11/26/1991	07/20/1993
THE ENTERTAINERS	United States	73/266075	1257598	Pend. Abandon	06/12/1980	11/15/1983
THE STOWAWAYS	United States	73/270703	1224293	Registered	07/18/1980	01/18/1983
TOSCANY	United States	73/516429	1349337	Registered	01/07/1985	07/16/1985
TOSCANY (STYLIZED)	United States	74/255028	1795902	Registered	03/13/1992	09/28/1993
TOSCANY EVERYDAY	United States	76/123446		Pending	09/06/2000	
VICTORIA	United States	75/10773	2089810	Registered	10/26/1995	08/19/1997
WE SET THE TABLE FOR AMERICA	United States	73/273400	1190030	Registered	08/08/1980	02/16/1982
WEXFORD	United States	76/334829	2604743	Pending	11/06/2001	08/06/2002
WEXFORD (STYLIZED)	United States	73/212251	1172321	Registered	04/19/1979	10/06/1981
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
ANCHOR HOCKING & ANCHOR LOGO	United States	73/145321	1091765	Registered	10/20/1977	ANCHOR HOCKING & ANCHOR LOGO
H ANCHOR ANCHOR HOCKING COMPANY DESIGN	United States	75/886427	2742571	Registered	1/4/2000	H ANCHOR ANCHOR HOCKING COMPANY DESIGN

9619392.1

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 13, 2004, is made by and between **ANCHOR HOCKING OPERATING COMPANY LLC**, a Delaware limited liability company ("Debtor") in favor of **MADELEINE L.L.C.**, a New York limited liability company ("Madeleine"), as collateral agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, if any, in such capacity, "Collateral Agent"), with reference to the following:

WHEREAS, GLOBAL HOME PRODUCTS LLC, a Delaware limited liability company (the "Parent"), **ANCHOR HOCKING OPERATING COMPANY LLC,** a Delaware limited liability company ("Anchor Borrower"), **ANCHOR HOCKING CG OPERATING COMPANY LLC,** a Delaware limited liability company ("Anchor CG Borrower"), **BURNES OPERATING COMPANY LLC,** a Delaware limited liability company ("Burnes Borrower"), **MIRRO OPERATING COMPANY LLC,** a Delaware limited liability company ("Mirro Borrower") (each of Anchor Borrower, Anchor CG Borrower, Burnes Borrower and Mirro Borrower are individually and collectively, jointly and severally, referred to as the "Borrower"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent and Madeleine, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent", and together with Collateral Agent, each an "Agent" and collectively, the "Agents") have entered into that certain Financing Agreement, dated as of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Financing Agreement"), pursuant to which, among other things, the Agents and Lenders have agreed to make certain financial accommodations to Borrower;

WHEREAS, Debtor has executed and delivered to Collateral Agent that certain Security Agreement, dated as of April 13, 2004 (the "Security Agreement"), pursuant to which Debtor has granted to Collateral Agent, for the benefit of the Agents and Lenders, security interests in (among other things) all or substantially all of Debtor's general intangibles; and

WHEREAS, to induce the Agents and Lenders to make the financial accommodations provided to Borrower pursuant to the Financing Agreement, Debtor has agreed to execute and deliver this Agreement to Collateral Agent for filing with the PTO (as hereinafter defined) and with any other relevant recording systems in any jurisdiction, and as further evidence of and to effectuate Collateral Agent's existing security interests in the below defined Trademark Collateral.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Collateral Agent, for the benefit of the Agents and Lenders, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Administrative Agent" has the meaning ascribed to such term in the recitals to this Agreement.

"Agent" and "Agents" have the meanings ascribed to such terms in the recitals to this Agreement.

"Agreement" has the meaning ascribed to such term in the preamble hereto.

"Collateral Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Debtor" has the meaning ascribed to such term in the preamble to this Agreement.

"Financing Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

"Guarantor" and "Guarantors" have the meanings ascribed to such terms in the recitals to this Agreement.

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Financing Agreement, and any other person made a party thereto in accordance with the provisions of Section 12.07 thereof (together with their respective successors and assigns).

"Madeleine" has the meaning ascribed to such term in the preamble to this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

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"Secured Obligations" shall mean all liabilities, obligations, or undertakings (including the Obligations) owing by Debtor to any of the Agents and/or any of the Lenders of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Financing Agreement, this Agreement, the Security Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including attorneys' fees), and expenses (including interest, costs, fees, and expenses that, accrue after the filing of a case under the Bankruptcy Code) and any and all other amounts which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Security Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements,

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supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Financing Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Financing Agreement or between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Financing Agreement that cannot be resolved as aforesaid, the terms and provisions of the Financing Agreement shall control and govern. In the event of any actual, irreconcilable conflict between this Agreement and the Security Agreement that cannot be resolved as aforesaid, the terms and provisions of this Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Collateral Agent for the benefit of the Agents and Lenders (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Financing Agreement or the Security Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Collateral Agent, for the benefit of the Agents and Lenders, a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof,

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including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Collateral Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Security Agreement. This Agreement shall be fully incorporated into the Security Agreement and all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Documents or as otherwise agreed to by Collateral Agent in writing.

(d) Excluded Collateral. Anything contained in this Agreement to the contrary notwithstanding, the term "Trademark Collateral" shall not include any rights or interests in any contract, permit, license, charter or license agreement covering personal property that are now or hereafter held by Debtor in the event that: (i) as a result of the grant of a security interest therein, Debtor's rights in or with respect to such asset would be forfeited or Debtor would be deemed to have breached or defaulted under the applicable agreement that governs such asset pursuant to restrictions contained in the applicable agreement or implied in such agreement by applicable law; and (ii) any such restriction is effective and enforceable under applicable law (including, without limitation, Sections 9-406, 9-407, 9-408, 9-409 of the Uniform Commercial Code of any relevant jurisdiction); provided, however, that in no event shall the foregoing be construed to exclude from the security interest created by this Agreement: (x) any and all proceeds of such assets, or (y) such assets at any time that the restrictions in the agreement are no longer effective and enforceable or at any time that the consent of the other party to the agreement is obtained to the grant of a security interest in and to such asset in favor of the Collateral Agent.

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3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact. Debtor at its reasonable expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and take any and all action, which Collateral Agent, in its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Agents and Lenders and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent may do so, in the name of Debtor, or in the name of Collateral Agent or otherwise, but at Debtor's expense, and Debtor hereby agrees to reimburse Collateral Agent in full upon demand for all reasonable expenses, including reasonable attorneys' fees, incurred by Collateral Agent in protecting, defending and maintaining any of the Copyright Collateral or any right, title or interest of Debtor or Collateral Agent therein. Furthermore, Collateral Agent shall have the right, in the name of Debtor, or in the name of Collateral Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Collateral Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Agents and Lenders, and (ii) following and during the continuation of an Event of Default to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, that Collateral Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Debtor represents and warrants to each member of the Agents and Lenders as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

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(b) Trademarks Subsisting. Each of Debtor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral in respect of the Trademarks that they own, (ii) Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others (other than interests created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. To the best of Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Collateral Agent, for the benefit of the Agents and Lenders, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees: (i) that it will comply with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Collateral Agent written notice of the occurrence of any event that could reasonably be expected to have a Material Adverse Effect on any of the Trademarks or the Trademark Collateral which, in each case, is material to its business, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Collateral Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and if the foregoing is material to the Loan Parties' business, Debtor shall give to Collateral Agent prompt notice thereof in accordance with Section 12.01 of the Financing Agreement. Debtor shall do all things reasonably deemed necessary by

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Collateral Agent in its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Collateral Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in connection herewith, Debtor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agents and Lenders. Notwithstanding any provision contained in this Agreement, none of Collateral Agent, any other Agent or any Lender shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent, any other Agent or any Lender hereunder or in connection herewith, none of Collateral Agent, any other Agent or any Lender shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Financing Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Collateral Agent shall have all rights and remedies available to it under the Financing Agreement, the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Collateral Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the other Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent, in its discretion, deems necessary, in the name of Debtor or Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent necessary to such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Collateral Agent for the benefit of the Agents and Lenders and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Financing Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Collateral Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Collateral Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as expressly provided herein.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Security Agreement. Debtor acknowledges that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement, the Financing Agreement, and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all

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such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations and the full and final termination of any commitment to extend any financial accommodations under the Financing Agreement, this Agreement and the security interests granted hereunder shall terminate, and Collateral Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Collateral Agent for the benefit of the Agents and Lenders hereunder, including cancellation of this Agreement by written notice from Collateral Agent to the PTO.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

ANCHOR HOCKING OPERATING COMPANY LLC,
a Delaware limited liability company

By: _____
Name: A. Jeffrey Zappone
Title Treasurer & Chief Financial Officer

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MADELEINE L.L.C.,
a New York limited liability company, as Collateral Agent

By: _____
Name: Kevin Gerdy
Title: Vice President

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT (ANCHOR BORROWER)]

SCHEDULE A

Trademarks of Debtor

RECORDED: 04/19/2004

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