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

Form **PTO-1594**
(Rev. 6/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨⇨⇨

103403403

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

5-3-07

1. Name of conveying party(ies):

Anchor Acquisition, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: National City Business Credit, Inc.

Internal Address: _____
Address: _____

Street Address: 1965 East 6th Street, 4th Fl

City: Cleveland State: OH Zip: 44114

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 756056

Additional number(s) attached Yes No

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

Name: Melissa A. Kostorick, Paralegal

Internal Address: _____

05/07/2007 DBYRNE 00000053 756056

01 FC: 521
02 FC: 522

40.00 OP
525.00 OP

Street Address: Thorp Reed & Armstrong, LLP

One Oxford Centre, 301 Grant Street, 14th Fl.

City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved: _____

22

7. Total fee (37 CFR 3.41).....\$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Jenifer S. Tarasi, Esquire

Name of Person Signing

Signature

05/02/07

Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 003539 FRAME: 0831

4. B Additional Trademark Registration Nos.

1105644
1100133
1098823
1099685
1091765
1091766
1095874
1083569
1100796
1110057
388452
522575
2742571
1479195
1360611
2289581
788905
1783467
2089810
2604743
1172321

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, Anchor Acquisition, LLC, a Delaware limited liability company (the "Borrower"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit and Security Agreement, dated of even date herewith, by and among the Borrower, the other Borrowers (as defined in the Credit Agreement (as hereinafter defined)) party thereto, Anchor Holdings, Inc., a Delaware corporation (the "Guarantor"), the other Guarantors (as defined in the Credit Agreement) party thereto, National City Business Credit, Inc., an Ohio corporation ("NCBC"), and various other financial institutions from time to time (NCBC and such other financial institutions are each a "Lender" and, collectively, the "Lenders"), NCBC as administrative and collateral agent for the Lenders and the Issuer (as defined in hereinafter) and National City Bank, a national banking association, as the letter of credit issuer (the "Issuer") (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), the Borrower has entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement"), in favor of the Agent (for its benefit and for the benefit of the Lenders and the Issuer); and

WHEREAS, pursuant to the Security Agreement, the Borrower has granted to the Agent (for its benefit and for the benefit of the Lenders and the Issuer), a mortgage on, pledge of and security interest in all right, title and interest of the Borrower in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Borrower does hereby further grant to the Agent (for its benefit and for the benefit of the Lenders and the Issuer) a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent (for its benefit and for the benefit of the Lenders and the Issuer) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

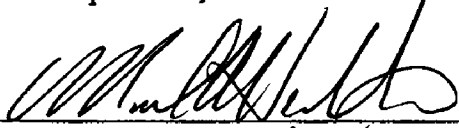
The Agent's address is 1965 East 6th Street, 4th Floor, Cleveland, Ohio 44114.

IN WITNESS WHEREOF, the Borrower has caused this Notice of Security Interest to be duly executed on the 20th day of April, 2007.

WITNESS:

Anchor Acquisition, LLC

Janet Rayburn

By: 

Name: Mark A. Hedstrom

Title: CFO

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

** Anchor Acquisition is in the process of updating the title to the trademarks listed herein. Anchor Acquisition should be listed as the record owner of all the trademarks listed herein after the assignment is duly filed with the United States Patent and Trademark Office.

Trademark	Country	Status	Appn No.	Filing Date	Regn No.	Regn Date	Class
ANCHOR HOCKING	United States of America	Registered	72/156791	07-Nov-1962	756056	03-Sep-1963	21 Int.
ANCHOR HOCKING	United States of America	Registered	73/126627	16-May-1977	1105644	07-Nov-1978	21 Int.
ANCHOR HOCKING & ANCHOR LOGO	United States of America	Registered	73/147395	07-Nov-1977	1100133	22-Aug-1978	11 Int.
ANCHOR HOCKING & ANCHOR LOGO	United States of America	Registered	73/134944	22-Jul-1977	1098823	08-Aug-1978	21 Int.
ANCHOR HOCKING & ANCHOR LOGO	United States of America	Registered	73/145741	25-Oct-1977	1099685	15-Aug-1978	28 Int.
ANCHOR HOCKING & ANCHOR LOGO	United States of America	Registered	73/145321	20-Oct-1977	1091765	23-May-1978	34 Int.
ANCHOR LOGO	United States of America	Registered	73/145367	20-Oct-1977	1091766	23-May-1978	11 Int., 34 Int.
ANCHOR LOGO	United States of America	Registered	73/147396	07-Nov-1977	1095874	11-Jul-1978	11 Int.
ANCHOR LOGO	United States of America	Registered	73/134945	22-Jul-1977	1083569	24-Jan-1978	21 Int.
BASKET BUFFET	United States of America	Registered	73/159100	17-Feb-1978	1100796	29-Aug-1978	21 Int.
EXCELLENCY	United States of America	Registered	73/168766	02-May-1978	1110057	26-Dec-1978	21 Int.
FIRE-KING	United States of America	Registered	71/440614	13-Feb-1941	388452	24-Jun-1941	21 Int.
FIRE-KING (STYLIZED)	United States of America	Registered	71/549603	13-Feb-1948	522575	21-Mar-1950	21 Int.
H ANCHOR ANCHOR HOCKING COMPANY DESIGN	United States of America	Registered	75/886427	04-Jan-2000	2742571	29-Jul-2003	21 Int.

Trademark	Country	Status	Appn No.	Filing Date	Regn No.	Regn Date	Class
RIM-TEMPERED	United States of America	Registered	73/647833	05-Mar-1987	1479195	01-Mar-1988	21 Int.
ROLY POLY	United States of America	Registered	73/523112	21-Feb-1985	1360611	17-Sep-1985	21 Int.
SURE-GUARD	United States of America	Registered	75/449475	13-Mar-1998	2289581	26-Oct-1999	36 Int.
SURE-SNUFF	United States of America	Registered	72/202344	22-Sep-1964	788905	04-May-1965	34 Int.
TARTAN	United States of America	Registered	74/225597	26-Nov-1991	1783467	20-Jul-1993	21 Int.
VICTORIA	United States of America	Registered	75/010773	26-Oct-1995	2089810	19-Aug-1997	21 Int.
WEXFORD	United States of America	Registered	76/334829	06-Nov-2001	2604743	06-Aug-2002	21 Int.
WEXFORD (STYLIZED)	United States of America	Registered	73/212251	19-Apr-1979	1172321	06-Oct-1981	21 Int.