TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anchor Glass Container Corporation		06/20/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1320769	G

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: hoyoon.nam@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Hoyoon Nam
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	42165.0129.HOYOON
NAME OF SUBMITTER:	Hoyoon Nam
Signature:	/Hoyoon Nam/
Date:	06/26/2008

CH $40.00 1320769

Total Attachments: 5
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of June 20, 2008, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Revolving Pledge and Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Bank of America, N.A., as collateral agent for the Revolving Facility Secured Parties (in such capacity, the "*Revolving Facility Collateral Agent*").

W I T N E S S E T H:

WHEREAS, pursuant to the Revolving Loan Agreement, dated as of May 3, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Revolving Loan Agreement*"), among Anchor Glass Container Corporation (the "*Borrower*"), the Revolving Facility Lenders and the Letter of Credit Issuers party thereto, Credit Suisse, as Revolving Facility Administrative Agent for the Revolving Facility Lenders and the Letter of Credit Issuers and Bank of America, N.A., as Revolving Facility Collateral Agent, the Revolving Facility Lenders and the Letter of Credit Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower will be party to the Guaranty pursuant to which they will guarantee the Obligations; and

WHEREAS, all the Grantors are party to a Revolving Pledge and Security Agreement, dated May 3, 2006, in favor of the Revolving Facility Collateral Agent (the "*Revolving Pledge and Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, all the Grantors are party to that certain Trademark Security Agreement dated as of May 3, 2006 and wish to amend and restate such existing Trademark Security Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises and to induce the Revolving Facility Lenders, the Revolving Facility Administrative Agent and the Revolving Facility Collateral Agent to enter into the Revolving Loan Agreement and to induce the Revolving Facility Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Revolving Facility Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Revolving Loan Agreement or in the Revolving Pledge and Security Agreement and used herein have the meaning given to them in the Revolving Loan Agreement or the Revolving Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Revolving Facility Collateral Agent for the benefit of the Revolving Facility Secured Parties, and grants to

TRADEMARK
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the Revolving Facility Collateral Agent for the benefit of the Revolving Facility Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party (other than any Excluded Property), including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Revolving Facility Collateral Agent pursuant to the Revolving Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Revolving Facility Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Revolving Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANCHOR GLASS CONTAINER CORPORATION,
as Grantor

By: _____
Name: James J. Fredlake
Title: Executive Vice President and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (REVOLVER)]

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Revolving Facility Collateral Agent

By: _____
Name: EDGAR EZERINS
Title: S.V.P.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (REVOLVER)]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

Trademark	Registration No.	Registration Date	Next Action Due
Anchor Design	1,320,769	2/19/1985	Renewal – February 2015
Anchor Design (Canada)	324,040	2/27/1987	February 2017

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.