TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anchor Glass Container Corporation		03/02/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

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.
Phone: 2123108000
Email: justin.d.lee@weil.com, suzanne.inglis@weil.com
Correspondent Name: Justin D. Lee
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	42165.0129.J.D.LEE
NAME OF SUBMITTER:	Justin D. Lee
Signature:	/Justin D. Lee/

CH $40.00 1320769

Date:	03/04/2010

Total Attachments: 5
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2010 ("*Agreement*"), 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 Term Pledge and Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Credit Suisse AG Cayman Islands Branch, as collateral agent for the Term Facility Secured Parties (in such capacity, the "*Term Facility Collateral Agent*").

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Term Loan Agreement, dated as of March 2, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Term Loan Agreement*"), among Anchor Glass Container Corporation (the "*Borrower*"), the Term Facility Lenders party thereto, Credit Suisse AG, Cayman Islands Branch, as Term Facility Administrative Agent for the Term Facility Lenders and as Term Facility Collateral Agent for the Term Facility Secured Parties and the Term Facility Lenders 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 Second Lien Term Pledge and Security Agreement of even date herewith in favor of the Term Facility Collateral Agent (the "*Second Lien Term Pledge and Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Term Loan Agreement or in the Second Lien Term Pledge and Security Agreement and used herein have the meaning given to them in the Term Loan Agreement or the Second Lien Term 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 Term Facility Collateral Agent for the benefit of the Term Facility Secured Parties, and grants to the Term Facility Collateral Agent for the benefit of the Term 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 Term Facility Collateral Agent pursuant to the Second Lien Term Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Term Facility Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Term Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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: President, C.E.O.

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Term Facility Collateral Agent

By:

_____

Name:
Title:

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

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:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Term Facility Collateral Agent

By:

_____

Name: KARIM BLASETTI
Title: VICE PRESIDENT

CHRISTOPHER REO DAY
ASSOCIATE

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
SECOND LIEN 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

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.