

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARDAGH GLASS, INC. (FORMERLY KNOWN AS ANCHOR GLASS CONTAINER CORPORATION)		03/11/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., LONDON BRANCH		
Street Address:	CITIGROUP CENTRE, 25 CANADA SQUARE		
Internal Address:	CANARY WHARF		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5LB		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1320769	G	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	37006/33		
NAME OF SUBMITTER:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	04/01/2014		
Total Attachments: 5			

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Trademark Security Agreement

Trademark Security Agreement, dated as of March 11, 2014, by Ardagh Glass Inc. (formerly known as Anchor Glass Container Corporation) (the "Pledgor"), in favor of Citibank, N.A., London Branch, in its capacity as security agent pursuant to the Relevant Finance Documents and the Intercreditor Agreement (in such capacity, the "Security Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of March 11, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent, for the benefit of the Secured Parties, to enter into the Relevant Finance Documents, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Security Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Security Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Security Agent shall otherwise determine.

SECTION 4. Termination. Upon (a) the repayment in full of all the Secured Obligations have been paid in full and/or (b) the release of the Pledgor from its obligations under the Security Agreement in accordance with the terms of the Relevant Finance Documents (including Section 11.04 of the 2010 Secured High Yield Indenture and Section 12.1 of the 2013 Term Loan Credit Agreement) and the Intercreditor Agreement, this Agreement shall terminate. Following such termination, the Security Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

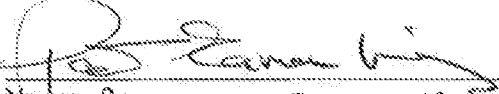
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

ARDAGH GLASS INC.

By: 
Name: PATRICK EDWARD KLINE
Title: AUTHORIZED SIGNATORY

Accepted and Agreed:

CITIBANK, N.A., LONDON BRANCH,
as Security Agent

By: _____
Name:
Title:

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

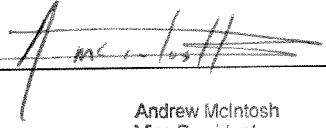
Very truly yours,

ARDAGH GLASS INC.

By: _____
Name:
Title:

Accepted and Agreed:

CITIBANK, N.A., LONDON BRANCH,
as Security Agent

By: 
Name: _____
Title: _____
Andrew McIntosh
Vice President
Citibank, N.A.
25 Canada Square
Canary Wharf
London E14 5LB

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Ardagh Glass Inc.*	1,320,769	G and Design

* Formerly known as Anchor Glass Container Corporation.

Trademark Applications:

N/A