

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305561

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT SUPPLEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARDAGH GLASS INC. (FORMERLY KNOWN AS SAINT-GOBAIN CONTAINERS, INC.)		05/09/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CITIBANK, N.A., LONDON BRANCH
<b>Street Address:</b>	CITIGROUP CENTRE, 25 CANADA SQUARE
<b>Internal Address:</b>	CANARY WHARF
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	E14 5LB
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4408940	ECO SERIES
Registration Number:	4408941	ECO SERIES
Registration Number:	4404546	FLEX RUN
Registration Number:	2717328	SGCINET
Registration Number:	3746448	VISION2SUSTAIN
Registration Number:	3698147	VISION2SUSTAIN
Registration Number:	3688219	VISION4GLASS
Serial Number:	85768189	AFFINITY
Serial Number:	85768168	HARMONY
Serial Number:	85768210	TRANQUILITY
Serial Number:	85768205	UNITY

## CORRESPONDENCE DATA

Fax Number: 6508385109

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

TRADEMARK

**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:** 05/23/2014

**Total Attachments: 6**

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## Trademark Security Agreement Supplement

**Trademark Security Agreement Supplement** ("Trademark Security Agreement Supplement"), dated as of 9, 2014, by Ardagh Glass Inc. (formerly known as Saint-Gobain Containers, Inc.) (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 and Anchor Glass Container Corporation (formerly known as Ardagh Glass Inc.) ("Anchor") are parties 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.

WHEREAS, Anchor is party to a Trademark Security Agreement dated as of March 11, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in the Pledged Collateral (as defined in Section 2 below) of the Pledgor and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement to the Trademark Security Agreement for recording with the United States Trademark and Patent Office and other governmental authorities.

NOW, THEREFORE, in consideration of the premises, 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; and
- (b) 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 Supplement 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 Supplement 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 Trademark Security Agreement Supplement 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 Supplement.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement 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 Supplement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement Supplement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement Supplement 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 Supplement 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:

  
\_\_\_\_\_  
Michael Leonard  
Authorized Signatory

Accepted and Agreed:

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

By:

\_\_\_\_\_  
Name:

Title:

846362

TRADEMARK  
REEL: 005286 FRAME: 0329

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

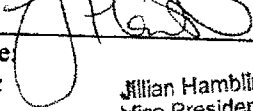
Very truly yours,

ARDAGH GLASS INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

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

By:   
Name: \_\_\_\_\_  
Title: Jillian Hamblin  
Vice President

848362

TRADEMARK  
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**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND COPYRIGHT APPLICATIONS**

**Trademark Registrations**

<b>Trademark</b>	<b>Reg. No. / Date</b>	<b>Owner</b>
ECO SERIES	TMA828664 26-JUL-2012	Saint-Gobain Containers, Inc.*
ECO SERIES	4408940 01-OCT-2013	Saint-Gobain Containers, Inc.*
ECO SERIES	4408941 01-OCT-2013	Saint-Gobain Containers, Inc.*
FLEX RUN	4404546 17-SEP-2013	Saint-Gobain Containers, Inc.*
SGCINET	2717328 20-MAY-2003	Saint-Gobain Containers, Inc.*
VISION2SUSTAIN	3746448 09-FEB-2010	Saint-Gobain Containers, Inc.*
VISION2SUSTAIN	3698147 20-OCT-2009	Saint-Gobain Containers, Inc.*
VISION4GLASS	3688219 29-SEP-2009	Saint-Gobain Containers, Inc.*
VERALLIA	623575 21-MAY-2010	Saint-Gobain Containers, Inc.*
VERALLIA NORTH AMERICA	623573 21-MAY-2010	Saint-Gobain Containers, Inc.*
SAINT-GOBAIN CONTAINERS	16764800 09-MAR-2001	Saint-Gobain Containers, Inc.*
VERALLIA	27319500 29-JUN-2010	Saint-Gobain Containers, Inc.*
VERALLIA NORTH AMERICA	27319600 29-JUN-2010	Saint-Gobain Containers, Inc.*
SAINT-GOBAIN CONTAINERS	1215631 13-MAR-2001	Saint-Gobain Containers, Inc.*
VERALLIA	1938160 20-MAY-2010	Saint-Gobain Containers, Inc.*

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**TRADEMARK**  
**REEL: 005286 FRAME: 0331**

<b>Trademark</b>	<b>Reg. No. / Date</b>	<b>Owner</b>
VERALLIA NORTH AMERICA	1938159 20-MAY-2010	Saint-Gobain Containers, Inc.*

**Trademark Applications:**

<b>Trademark</b>	<b>App. No. / Filed</b>	<b>Owner</b>
AFFINITY	85768189 31-OCT-2012	Saint-Gobain Containers, Inc.*
HARMONY	85768168 31-OCT-2012	Saint-Gobain Containers, Inc.*
TRANQUILITY	85768210 31-OCT-2012	Saint-Gobain Containers, Inc.*
UNITY	85768205 31-OCT-2012	Saint-Gobain Containers, Inc.*

\*Note: On April 11, 2014, Ardagh Glass Containers Inc. merged with and into Saint-Gobain Containers, Inc. and changed its name to Ardagh Glass Inc.