

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A., LONDON BRANCH		06/27/2014	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	ANCHOR GLASS CONTAINER CORPORATION (F/K/A ARDAGH GLASS INC.)		
Street Address:	401 E. JACKSON STREET, SUITE 2800		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33602		
Entity Type:	CORPORATION: D.C.		
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 using a fax number, if provided; 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:	37006/14 (2012)		
NAME OF SUBMITTER:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	07/01/2014		
Total Attachments: 8			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Release") dated as of June 27, 2014, is made by Citibank, N.A., London Branch (the "Security Agent") in favor of Anchor Glass Container Corporation (f/k/a Ardagh Glass Inc.) (the "Pledgor").

WHEREAS, the Security Agent and the Pledgor entered into a Security Agreement dated as of September 12, 2012 (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Security Agent and the Pledgor entered into: (i) the Copyright Security Agreement, dated as of September 12, 2012 (recorded at the United States Copyright Office with Volume/Document reference V3620/D562), (ii) the Patent Security Agreement, dated as of September 12, 2012 (recorded at the United States Patent and Trademark Office with Reel/Frame reference 029003/0226) and (iii) the Trademark Security Agreement, dated as of September 12, 2012 (recorded at the United States Patent and Trademark Office with Reel/Frame reference 4863/0339) (as the same may have been amended, supplemented or otherwise modified from time to time, collectively, the "IP Security Agreements").

WHEREAS, pursuant to the Security Agreement and IP Security Agreements, the Pledgor granted to the Security Agent a security interest in all of the Pledgor's right, title and interest in and to certain intellectual property;

WHEREAS, the Pledgor has fully satisfied all of its obligations under the Security Agreement, sufficiency of which is confirmed and acknowledged by the Security Agent; and

WHEREAS, pursuant to the Release Agreement (the "Release Agreement") dated as of the date hereof between the Pledgor, Ardagh Containers Holdings Limited and the Security Agent, the Security Agent has agreed to, without recourse, representation or warranty, release, relinquish and discharge all of its right, title and interest in and to the Pledgor's intellectual property, including the Intellectual Property Collateral, including those Copyrights, the Patent and the Trademark set forth on Schedule A attached hereto, and this Release is intended to confirm the foregoing release and termination of all pledges, grants, assignments, liens and security interests, and all other rights and interests granted under the Security Agreement and IP Security Agreements in and to the Intellectual Property Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Security Agent hereby agrees as follows:

1. Unless otherwise defined herein, terms defined in the Security Agreement or in the IP Security Agreements and used herein have the meaning given to them in

the Release Agreement, the Security Agreement and the IP Security Agreements, as applicable.

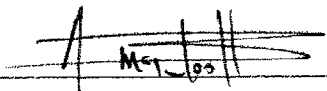
2. The Security Agent hereby, without recourse, representation or warranty, releases, terminates, relinquishes and discharges in its entirety any and all collateral pledges, grants, assignments, liens and security interests, and all other rights, title and interests granted under the IP Security Agreements in, to and under the Intellectual Property Collateral, including those Copyrights, the Patent, and the Trademark set forth on Schedule A attached hereto, in each case effective immediately upon the Effective Date. All such rights, title and interests in, to and under the Intellectual Property Collateral hereby revert to the Pledgor upon the Effective Date.
3. The Security Agent hereby agrees, at the expense of the Pledgor, to take all actions and to execute any further documents that are, in each case, necessary or reasonably requested by the Pledgor or its representative to effectuate, record or evidence the release of the Security Agent's security interest in the Intellectual Property Collateral.
4. The Security Agent authorizes and requests the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, other government offices, and/or the applicable foreign authorities to record this Release against the Intellectual Property Collateral, as applicable.
5. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Security Agent and the Pledgor have caused this Release to be executed and delivered by its duly authorized officers as of the date first set forth above.

SECURITY AGENT:

CITIBANK, N.A., LONDON BRANCH

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

PLEDGOR:

ANCHOR GLASS CONTAINER CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Security Agent and the Pledgor have caused this Release to be executed and delivered by its duly authorized officers as of the date first set forth above.

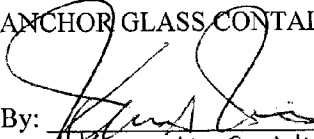
SECURITY AGENT:

CITIBANK, N.A., LONDON BRANCH

By: _____
Name:
Title:

PLEDGOR:

ANCHOR GLASS CONTAINER CORPORATION

By: 
Name: Kenneth G. Wilkes
Title: Executive Vice President, Chief
Financial Officer and Treasurer

Schedule A

UNITED STATES PATENTS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Ardagh Glass Inc. *	D446729	Octagonal Sided Jar (50% interest- jointly owned with Reckitt Benckiser Inc.)

*Note: Ardagh Glass Inc. changed its name on April 7, 2014 to Anchor Glass Container Corporation.

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Ardagh Glass Inc.*	1320769	G and Design

*Note: Ardagh Glass Inc. changed its name on April 7, 2014 to Anchor Glass Container Corporation.

UNITED STATES COPYRIGHTS

Registrations:

<u>OWNER</u>	<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
Anchor Glass Container Corporation*	Party Jar	VA733169
Anchor Glass Container Corporation*	Oriental Floral Jar	VA733170
Anchor Glass Container Corporation*	Floral Grid Jar	VA733171
Anchor Glass Container Corporation*	Flower Garden Jar	VA733172
Anchor Glass Container Corporation*	Heart Sampler Jar	VA733173
Anchor Glass Container Corporation*	Hearts Galore Jar	VA733174
Anchor Glass Container Corporation*	Modern Floral Jar	VA733175
Anchor Glass Container Corporation*	Ivy Jar	VA733176
Anchor Glass Container Corporation*	Rose Buds Jar	VA733177
Anchor Glass Container Corporation*	Roosters Jar	VA733178
Anchor Glass Container Corporation*	Plaid Jar	VA733179
Anchor Glass Container Corporation*	Peach Blossom Jar	VA733180
Anchor Glass Container Corporation*	Crocus Jar	VA733181
Anchor Glass Container Corporation*	Cows Jar	VA733182
Anchor Glass Container Corporation*	Contemporary Grid Jar	VA733183
Anchor Glass Container Corporation*	Cherries Jar	VA733184
Anchor Glass Container Corporation*	Checkerboard Scribble Jar	VA733185
Anchor Glass Container Corporation*	Celestial Jar	VA733186
Anchor Glass Container Corporation*	Victorian Roses Jar	VA733187
Anchor Glass Container Corporation*	Wild Iris Jar	VA733188
Anchor Glass Container Corporation*	Assorted Fruit Jar	VA733189
Anchor Glass Container Corporation*	Splatters 1 Jar	VA733190
Anchor Glass Container Corporation*	Spatters 2 Jar	VA733191

Schedule A to Release of Security Interest in Intellectual Property

TRADEMARK
REEL: 005313 FRAME: 0606

Anchor Glass Container Corporation*	Surfing Suntea Jar	VA733192
Anchor Glass Container Corporation*	Sunrise Suntea Jar	VA733193
Anchor Glass Container Corporation*	Scribble Stripes Jar	VA733194
Anchor Glass Container Corporation*	Scribble Fish Jar	VA733195
Anchor Glass Container Corporation*	Tropical Birds Jar	VA733196
Anchor Glass Container Corporation*	Tropical Fish Jar	VA733197
Anchor Glass Container Corporation*	Tulips Jar	VA733198
Anchor Glass Container Corporation*	Sailboats Jar	VA733199

*Note: Ardagh Glass Inc. changed its name on April 7, 2014 to Anchor Glass Container Corporation.

Schedule A to Release of Security Interest in Intellectual Property