

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309458

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANCHOR GLASS CONTAINER CORPORATION		06/30/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT		
<b>Street Address:</b>	677 WASHINGTON BOULEVARD		
<b>City:</b>	STAMFORD		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	BANK: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1320769	G	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	ebensoul@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	ELANA D. BENSOU		
<b>Address Line 1:</b>	1285 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	12598-139		
<b>NAME OF SUBMITTER:</b>	Elana D. Bensoul		
<b>SIGNATURE:</b>	/EDB/		
<b>DATE SIGNED:</b>	07/02/2014		
<b>Total Attachments: 5</b>			
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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**  
**(TERM LOAN FACILITY)**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (TERM LOAN FACILITY) dated as of June 30, 2014 (this "Agreement"), made by ANCHOR GLASS CONTAINER CORPORATION, a Delaware corporation (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to the Term Loan Collateral Agreement dated as of June 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among GLASS CONTAINER ACQUISITION, LLC, a Delaware limited liability company, Pledgor, each Subsidiary Party party thereto and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in, which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral");

(a) all U.S. trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including

those listed on Schedule I and (b) all goodwill associated therewith or symbolized thereby.

**SECTION 3. *Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

**SECTION 4. *Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

**SECTION 5. *Termination.*** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

ANCHOR GLASS CONTAINER  
CORPORATION

By: 

Name: Kenneth G. Wilkes

Title: Chief Financial Officer

*[Signatures Continue on Next Page]*

*[Signature Page to Notice of Grant of Security Interest in Trademarks (Term Loan Facility)]*

**TRADEMARK**  
**REEL: 005314 FRAME: 0682**

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name: Jennifer Anderson  
Title: Associate Director

By:   
Name: Houssein Daly  
Title: Associate Director

*[Signature Page to Notice of Grant of Security Interest in Trademarks (Term Loan Facility)]*

**TRADEMARK**  
**REEL: 005314 FRAME: 0683**

Schedule I

Trademarks

Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date
G and Design (Anchor Design)	Registered	73/450520	31-Oct- 1983	1320769	19-Feb-1985