

07-22-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/20)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

102797082

7/21/04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Anchor Hocking Operating Company LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) 6/22/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Congress Financial Corporation,

as Agent

Street Address: 1133 Avenue of the Americas

City: New York

State: New York

Country: United States Zip: 10036

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A attached hereto.

B. Trademark Registration No.(s)

See Schedule A attached hereto.

1904464

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Tracey D. Bennett

Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 212-661-9100

Fax Number: 212-682-6104

Email Address: tbennett@oshr.com

6. Total number of applications and registrations involved:

60

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,515.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Tracey D. Bennett
Signature

7/20/04
Date

Tracey D. Bennett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 25

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/22/2004 6T0M11 00000019 1904466
40.00 DP
1475.00 DP
01 FC:8521
02 FC:8522

TRADEMARK
REEL: 003005 FRAME: 0262

SCHEDULE A
TO
TRADEMARK RECORDATION COVER SHEET

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registration Numbers:

1904466	1153195	1172331
2260099	756056	419329
1105644	778179	1098823
1099685	1100133	1179218
1083569	1091766	1095874
1984968	1100796	2126682
1797033	1222631	1222630
2019806	1866397	2127234
1172335	2212927	2013968
1110057	767568	388452
522575	755481	1617675
1602357	1346240	1022710
2235116	1269250	1271864
1479195	1360611	1226682
2303707	2289581	788905
1224294	2286647	1783467
1257598	1224293	1349337
1795902	2089810	1190030
2604743	1172321	1091765

2742571		
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Trademark Application Numbers:

75/886427	76/123446	
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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated June 22, 2004, is by and between ANCHOR HOCKING OPERATING COMPANY LLC, a Delaware limited liability company ("Debtor"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity "Secured Party").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, Anchor Hocking CG Operating Company LLC, a Delaware limited liability company ("Anchor CG"), Burnes Operating Company LLC, a Delaware limited liability company ("Burnes") and Mirro Operating Company LLC, a Delaware limited liability company ("Mirro", together with Debtor, Anchor CG and Burnes, each, a "Borrower" and collectively, "Borrowers"), Secured Party and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into or are about to enter into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Borrowers, certain affiliates of Borrowers, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party (for itself and the benefit of Lenders) a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party (for itself and the benefit of Lenders) pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or any Lender (and, to the extent set forth in the Loan Agreement, any of their respective affiliates or other institutions that may be providing financial accommodations secured by the assets subject to the security interest of Agent), including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, in each case whether arising under this Agreement, the Loan Agreement or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Except as set forth in Section 3(i) hereof, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral in accordance with the terms and provisions of the Loan Agreement. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition

of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks listed on Exhibit A hereto and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may reasonably be expected to become abandoned, invalidated, unenforceable, avoided, or avoidable, except that so long as no Default or Event of Default shall exist or have occurred and be continuing, Debtor may abandon any Trademark that is not affixed to, or used in connection with the manufacture, sale or distribution of, any inventory of Debtor or any of its affiliates and has not otherwise been and is not otherwise being used by Debtor or any of its affiliates and is otherwise deemed by Debtor in the exercise of its reasonable business judgment to be no longer useful or of any material economic value. Except as set forth in the previous sentence, Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may reasonably be expected to become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any reasonable assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of

incontestability and opposition, interference, and cancellation proceedings, provided, that, Debtor shall not be required to render any such assistance with respect to any Collateral which may be abandoned in accordance with Section 3(i) hereof.

(k) To the best of Debtor's knowledge after due investigation, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), except for claims resulting solely from Secured Party's or the Lenders' gross negligence or willful misconduct (as determined in a final non-appealable order of a court of competent jurisdiction). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, be part of the Obligations secured hereby and bear interest at the rate set forth in the Loan Agreement.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by,

Debtor except as such notice or consent is expressly provided for hereunder or is required by applicable law:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine in good faith.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations in accordance with the terms of the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer, respond or move in respect of such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR

INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

Anchor Hocking Operating Company LLC
5115 Parkcenter Avenue
Suite 150
Dublin, Ohio 43017
Attention: A. Jeffrey Zappone, CFO
Telephone No.: (614) 210-7200
Telecopy No.: (614) 210-7253

with a copy to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Daniel V. Oshinsky, Esq.
Telephone No.: (212) 756-2000
Telecopy No.: (212) 593-5955

If to Secured Party and Lenders: Congress Financial Corporation, as Agent
1133 Avenue of the Americas
New York, New York 10036
Attention: Portfolio Manager
Telephone No.: (212) 840-2000
Telecopy No.: (212) 545-4283

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Borrowers, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force


and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

(g) Capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ANCHOR HOCKING OPERATING COMPANY
LLC

By: 

Title: PRESIDENT

CONGRESS FINANCIAL CORPORATION,
as Agent

By: _____

Title: _____

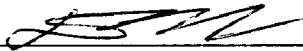
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ANCHOR HOCKING OPERATING COMPANY
LLC

By: _____

Title: _____

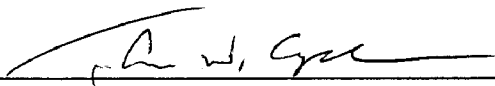
CONGRESS FINANCIAL CORPORATION,
as Agent

By:  _____

Title: **First Vice-President** _____

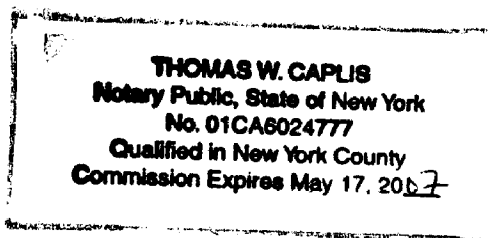
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 22nd day of June, 2004, before me personally came MANUEL EICHLBERG, to me known, who being by me duly sworn, did depose, acknowledge and say that he/~~she~~ is the President of ANCHOR HOCKING OPERATING COMPANY LLC, the limited liability company described in and which executed the foregoing instrument; and that he/~~she~~ signed his/~~her~~ name thereto by order of the managing member of said limited liability company.



Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)



On this ___ day of June, 2004, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he/she is the _____ of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

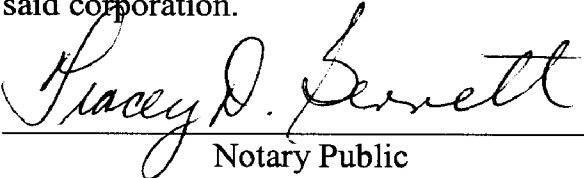
STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On this ___ day of June, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of ANCHOR HOCKING OPERATING COMPANY LLC, the limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the managing member of said limited liability company.

Notary Public

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On this 18th day of June, 2004, before me personally came DARRYL KURIGER, to me known, who, being duly sworn, did depose and say, that he/~~she~~ is the 1ST. VICE PRESIDENT of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/~~she~~ signed his/~~her~~ name thereto by order of the Board of Directors of said corporation.



Notary Public

TRACEY D. BENNETT
Notary Public, State of New York
No. 01BE6022715
Qualified in Queens County
Commission Expires 4 15 2007

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS

Anchor Hocking Operating Company LLC Trademarks

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
ANCHOR HOCKING	Argentina	1985095	1601413 (1158484)	Registered	06/27/1995	07/02/1985
ANCHOR HOCKING & ANCHOR LOGO	Argentina	1686159	1746194	Registered	04/04/1989	07/26/1999
OVATIONS	Argentina	2111609	1726446	Registered	10/30/1997	03/22/1999
ANCHOR HOCKING	Australia	182967	182967	Registered	09/17/1977	09/17/1977
ANCHOR HOCKING & ANCHOR LOGO	Australia	320774	A320774	Registered	08/07/1978	08/07/1978
OVATIONS	Australia	747547	747547	Registered	10/31/1997	10/31/1997
ANCHOR HOCKING	Benelux	500367	1036	Registered	01/04/1971	01/04/1971
ANCHOR HOCKING & ANCHOR LOGO	Benelux	625681	354852	Registered	07/28/1978	07/28/1978
ANCHOR HOCKING	Brazil	6149499	6149499	Registered	10/25/1985	10/25/1985
ANCHOR HOCKING & ANCHOR LOGO	Brazil	816974225	816974225	Registered	11/27/1992	03/22/1994
OVATIONS	Brazil	820349852	820349852	Registered	10/31/1997	12/07/1999
ANCHOR HOCKING	Chile	273961	428035	Registered	06/15/1984	06/15/1984
ANCHOR HOCKING & ANCHOR LOGO	Chile	136149	558008	Registered	07/19/1989	01/07/2000
OVATIONS	Chile	395534	512825	Registered	10/31/1997	05/19/1998
ANCHOR HOCKING	China P.R.	29791	283241	Registered	07/22/1986	04/10/1987
ANCHOR HOCKING	China P.R.	29793	284944	Registered	07/22/1986	04/20/1987
ANCHOR HOCKING & ANCHOR LOGO	China P.R.	29790	284947	Registered	07/22/1986	04/20/1987
ANCHOR HOCKING	Colombia	98-002284	213054	Registered	01/20/1998	09/28/1998
OVATIONS	Colombia	97-063913	212200	Registered	10/30/1997	08/31/1998
ANCHOR HOCKING	Costa Rica	23289	29116	Registered	02/17/1964	02/17/1999
ANCHOR HOCKING & ANCHOR LOGO	Denmark	VA3275/1978	VR02131/197 9	Registered	07/31/1978	07/20/1979
ANCHOR HOCKING	Dominican Republic	29452	29452	Registered	09/05/1979	09/05/1979
ANCHOR HOCKING	Ecuador	33473	2313/93	Registered	07/23/1992	09/09/1993
ANCHOR HOCKING & ANCHOR LOGO	France	115336	1517924	Registered	09/25/1988	09/25/1988
ANCHOR HOCKING & ANCHOR LOGO	France	151042	1737608	Registered	08/24/1989	08/24/1989
FIRE-KING	France	738066	1304160	Registered	03/29/1985	03/29/1985
OVATIONS	France	98741384	98741384	Registered	07/10/1998	07/10/1998
SURE-GUARD	France	98742221	98742221	Registered	07/17/1998	07/17/1998
ANCHOR HOCKING	Germany	A13638/21WZ	871739	Registered	09/18/1963	08/07/1970
ANCHOR HOCKING & ANCHOR LOGO	Germany	430574/21WZ	982941	Registered	07/28/1978	03/02/1979
FIRE-KING	Germany	A09873/21WZ	747672	Registered	08/05/1960	04/17/1961
OVATIONS	Germany	39839835.6	39839835	Registered	07/16/1998	03/16/1999
SURE-GUARD	Germany	39839836.4	39839836	Registered	07/16/1998	05/03/1999
ANCHOR HOCKING	Great Britain	854238	B54238	Registered	09/18/1963	09/18/1963

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM	STATUS	APPL. DATE	REG. DATE
ANCHOR HOCKING & ANCHOR LOGO	Great Britain	1101986	1101986	Registered	09/26/1978	09/26/1978
FIRE-KING (STYLIZED)	Great Britain	809052	809052	Registered	08/05/1960	08/05/1960
SURE-GUARD	Great Britain	2171215	2171215	Registered	07/03/1998	07/03/1998
ANCHOR HOCKING	Greece	49419	49419	Registered	11/18/1972	02/18/1974
ANCHOR HOCKING & ANCHOR LOGO	Greece	62895	62895	Registered	02/15/1989	02/15/1989
ANCHOR HOCKING & ANCHOR LOGO	Guatemala	40315	40315	Registered	11/17/1980	11/17/1980
ANCHOR HOCKING & ANCHOR LOGO	Hong Kong	1181/1985	2711/1986	Registered	04/10/1985	11/17/1986
FIRE-KING	Hong Kong	1127/1959	1127/1959	Pend. Aband.	08/04/1959	11/03/1959
ANCHOR HOCKING & ANCHOR LOGO	Indonesia	285567	285567	Registered	05/16/1991	01/07/1993
ANCHOR HOCKING	Iran	25258	25258	Registered	01/18/1964	01/18/1964
ANCHOR HOCKING & ANCHOR LOGO	Italy	34769C/78	369367	Registered	09/27/1978	09/26/1985
OVATIONS	Italy	M198C007860		Filed	07/31/1998	
SURE-GUARD	Italy	M198C007859		Filed	0/31/1998	
ANCHOR HOCKING & ANCHOR LOGO	Japan	68562/83	1659608	Registered	09/19/1983	02/23/1984
OVATIONS	Japan	173275/1997	4307740	Registered	10/31/1997	08/20/1999
ANCHOR HOCKING & ANCHOR LOGO	Kuwait	11108	10209	Registered	05/15/1979	05/15/1979
AMERICA'S #1 CHOICE FOR GLASSWARE	Mexico	332541	593787	Registered	05/14/1998	11/26/1998
ANCHOR HOCKING	Mexico	70425	377310	Registered	08/30/1980	05/31/1990
ANCHOR HOCKING & ANCHOR LOGO	Mexico	70426	382328	Registered	08/30/1989	08/29/1990
OVATIONS	Mexico	312769	575390	Registered	10/31/1997	05/06/1998
EQUATHERM	Mexico	332424	590982	Registered	05/13/1998	10/27/1998
ANCHOR HOCKING & ANCHOR LOGO	New Zealand	124628	124628	Registered	08/01/1978	08/01/1978
ANCHOR HOCKING & ANCHOR LOGO	Nigeria	34137	34137	Pend. Aband.	12/20/1978	12/20/1978
ANCHOR HOCKING	Norway	66384	66384	Registered	11/18/1963	06/24/1965
ANCHOR H DESIGN	Paraguay	77/061	192654	Registered	05/16/1966	06/23/1976
ANCHOR HOCKING & ANCHOR LOGO	Paraguay	3032	217963	Registered	04/05/1989	09/30/1999
ANCHOR HOCKING	Peru		54834	Registered		
ANCHOR HOCKING	Peru	177691	92277	Registered	11/16/1990	07/22/1991
ANCHOR HOCKING	Philippines	54976	39496	Pend. Aband.	10/30/1984	06/27/1988
ANCHOR HOCKING	Philippines	00123293		Filed	08/06/1997	
OVATIONS	Philippines	00126228		Pend. Aband.	11/03/1997	
ANCHOR HOCKING & ANCHOR LOGO	Portugal	199627	199627	Registered	08/14/1978	03/14/1986
ANCHOR HOCKING	Saudi Arabia	87/39	87/39	Registered	12/30/1979	10/18/1981
ANCHOR HOCKING	Singapore	77127	S/77127	Registered	08/22/1978	08/22/1978
ANCHOR HOCKING	South Africa	3127/78	3127/78	Registered	06/27/1978	06/27/1978
ANCHOR HOCKING & ANCHOR LOGO	South Africa	3702/78	3702/78	Registered	08/01/1978	08/01/1978
FIRE-KING	South Africa	3421/45	3421/45	Registered	12/31/1945	12/31/1945
OVATIONS	South Korea	50949/1997	431802	Registered	10/31/1997	12/01/1998
FIRE-KING (STYLIZED)	Spain	457141	457141	Registered	10/16/1964	02/26/1966
OVATIONS	Spain	2173613	2173613	Registered	07/09/1998	01/20/1999
SURE-GUARD	Spain	2177000	2177000	Registered	07/27/1998	06/21/1999

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
ANCHOR HOCKING	Sweden	4272/63	115981	Registered	11/18/1963	04/22/1966
ANCHOR HOCKING & ANCHOR LOGO	Sweden	78/3766	176478	Registered	07/31/1978	05/08/1981
ANCHOR HOCKING & ANCHOR LOGO	Taiwan	174711	174711	Registered	03/16/1982	03/16/1982
ANCHOR HOCKING	Turkey	19069	196671	Registered	12/16/1997	12/16/1997
OVATIONS	Turkey	16450	193376	Registered	11/03/1997	11/03/1997
AMANDA	United States	74/455499	1904466	Registered	11/02/1993	07/11/1995
AMBER CUISINE	United States	73/224429	1153195	Registered	07/23/1979	05/05/1981
AMBER CUISINE ENTREES	United States	73/270702	1172331	Registered	07/18/1980	10/06/1981
AMERICA'S #1 CHOICE FOR GLASSWARE	United States	75/390328	2260099	Registered	11/14/1997	07/06/1999
ANCHOR HOCKING	United States	72/156791	756056	Registered	11/07/1962	09/03/1963
ANCHOR ANCHOR HOCKING COMPANY & DESIGN	United States	75/886427		Pending	01/04/2000	
ANCHOR GLASS (STYLIZED)	United States	71/483015	419329	Registered	05/05/1945	02/12/1946
ANCHOR HOCKING	United States	73/126627	1105644	Registered	05/16/1977	11/07/1978
ANCHOR HOCKING	United States	72/180058	778179	Pend. Aband.	10/30/1963	10/06/1964
ANCHOR HOCKING & ANCHOR LOGO	United States	73/134944	1098823	Registered	07/22/1977	08/08/1978
ANCHOR HOCKING & ANCHOR LOGO	United States	73/145741	1099685	Registered	10/25/1977	08/15/1978
ANCHOR HOCKING & ANCHOR LOGO	United States	73/147395	1100133	Registered	11/07/1977	08/22/1978
ANCHOR HOCKING (& Anchor Logo)	United States	73/156711	1179218	Pend. Aband.	01/27/1978	11/24/1981
ANCHOR LOGO	United States	73/134945	1083569	Registered	07/22/1977	01/24/1978
ANCHOR LOGO	United States	73/145367	1091766	Registered	10/20/1977	05/23/1978
ANCHOR LOGO	United States	73/134945	1083569	Registered	07/22/1977	01/24/1978
ANCHOR LOGO	United States	73/147396	1095874	Registered	11/07/1977	07/11/1978
ASHTON	United States	74/521526	1984968	Registered	05/09/1994	07/09/1996
BASKET BUFFET	United States	73/159100	1100796	Registered	02/17/1978	08/29/1978
BRISTOL PARK	United States	75/111645	2126682	Registered	05/30/1996	01/06/1998
CELEBRATE	United States	74/221503	1797033	Registered	11/12/1991	10/05/1993
COUNTRY ACCENTS	United States	73/346879	1222631	Pend. Aband.	01/25/1982	01/04/1983
COURTNEY	United States	73/346878	1222630	Registered	01/25/1982	01/04/1983
DOUBLES	United States	74/631609	2019806	Registered	02/08/1995	11/26/1996
ELIZABETH	United States	74/375096	1866397	Cancelled	03/31/1993	12/06/1994
ENTERTAINERS	United States	75/222707	2127234	Registered	01/08/1997	01/06/1998
ENTREES	United States	73/277416	1172335	Registered	09/11/1980	10/06/1981
EQUATHERM	United States	75/390484	2212927	Pend. Aband.	11/14/1997	12/22/1998
ESSEX	United States	75/044510	2013968	Registered	01/11/1996	11/05/1996
EXCELLENCY	United States	73/168766	1110057	Registered	05/02/1978	12/26/1978
FAIRFIELD	United States	72/167,601	767568	Registered	04/26/1963	03/31/1964
FIRE-KING	United States	71/440614	388452	Registered	02/13/1941	06/24/1941
FIRE-KING (STYLIZED)	United States	71/549603	522575	Registered	02/13/1948	03/21/1950
GOLDEN SHELL	United States	72/164300	755481	Registered	03/11/1963	08/27/1963
GREAT COOKS (AND DESIGN)	United States	73/814980	1617675	Registered	07/26/1989	10/16/1990
HOME CLASSICS & DESIGN	United States	73/814978	1602357	Pend. Aband.	07/26/1989	06/19/1990
MOMENTS	United States	73/457679	1346240	Registered	12/19/1983	07/02/1985

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TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
NEWPORT	United States	73/027953	1022710	Registered	07/29/1974	10/14/1975
OVATIONS	United States	75/285243	2235116	Registered	05/02/1997	03/23/1999
OVEN BASICS	United States	73/360913	1269250	Registered	04/22/1982	03/06/1984
PLAZA	United States	73/407738	1271864	Pend. Aband.	12/30/1982	03/27/1984
RIM-TEMPERED	United States	73/647833	1479195	Registered	03/05/1987	03/01/1988
ROLY POLY	United States	73/523112	1360611	Pend. Aband.	02/21/1985	09/17/1985
SETTING THE TABLE FOR AMERICA	United States	73/314818	1226682	Registered	06/15/1981	02/08/1983
SHAPE CHANGE PROGRAM	United States	75/501325	2303707	Pend. Aband.	06/12/1998	12/28/1999
SURE-GUARD	United States	75/449475	2289581	Registered	03/13/1998	10/26/1999
SURE-SNUFF	United States	72/202344	788905	Registered	09/22/1964	05/04/1965
TABLEMATES	United States	73/289311	1224294	Registered	12/11/1980	01/18/1983
TAKE-OUTS	United States	75/449566	2286647	Registered	03/13/1998	10/12/1999
TARTAN	United States	74/225597	1783467	Registered	11/26/1991	07/20/1993
THE ENTERTAINERS	United States	73/266075	1257598	Pend. Abandon	06/12/1980	11/15/1983
THE STOWAWAYS	United States	73/270703	1224293	Registered	07/18/1980	01/18/1983
TOSCANY	United States	73/516429	1349337	Registered	01/07/1985	07/16/1985
TOSCANY (STYLIZED)	United States	74/255028	1795902	Registered	03/13/1992	09/28/1993
TOSCANY EVERYDAY	United States	76/123446		Pending	09/06/2000	
VICTORIA	United States	75/10773	2089810	Registered	10/26/1995	08/19/1997
WE SET THE TABLE FOR AMERICA	United States	73/273400	1190030	Registered	08/08/1980	02/16/1982
WEXFORD	United States	76/334829	2604743	Pending	11/06/2001	08/06/2002
WEXFORD (STYLIZED)	United States	73/212251	1172321	Registered	04/19/1979	10/06/1981
ANCHOR HOCKING	Uruguay	179601	245633 (fka 168304)	Registered	09/21/1981	09/21/1981
ANCHOR HOCKING	Venezuela	48564	48564-F	Registered	11/20/1979	11/20/1979
ANCHOR HOCKING & ANCHOR LOGO	Venezuela	101215	101215-F	Registered	01/12/1983	01/12/1983
ANCHOR HOCKING & ANCHOR LOGO	Venezuela	101216	101216-F	Registered	01/12/1983	01/12/1983
FIRE-KING	Venezuela	19972	19972	Expired	10/16/1948	10/16/1948
FIRE-KING	Venezuela	073652002		Published	05/20/2002	
OVATIONS	Venezuela	22244/97		Pend. Aband.	10/31/1997	
ANCHOR HOCKING	Vietnam	14915	12340	Registered	08/07/1993	06/27/1994
AMBER CUISINE	Argentina	1264321	1379749	Registered		AMBER CUISINE
ANCHOR "H" DESIGN	Switzerland	247568	414594	Registered		ANCHOR "H" DESIGN
ANCHOR HOCKING & ANCHOR LOGO	Argentina	1864371	1465452	Registered	12/02/1992	ANCHOR HOCKING & ANCHOR LOGO
ANCHOR HOCKING & ANCHOR LOGO	Venezuela	101214	101214-F	Registered	01/12/1983	ANCHOR HOCKING & ANCHOR LOGO
ANCHOR HOCKING & ANCHOR LOGO	United States	73/145321	1091765	Registered	10/20/1977	ANCHOR HOCKING & ANCHOR LOGO

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
H ANCHOR ANCHOR HOCKING COMPANY DESIGN	United States	75/886427	2742571	Registered	1/4/2000	H ANCHOR ANCHOR HOCKING COMPANY DESIGN

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TRADEMARK
REEL: 003005 FRAME: 0283

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LICENSES

Anchor Hocking Operating Company LLC Trademark Licenses

1. Agreement dated February 5, 1992 between Anchor Hocking Operating Company LLC and St. George Crystal, Ltd., which license was sublicensed pursuant to the Sublicense Agreement dated February 24, 1998, between St. George Crystal, Ltd. and Alfay Designs, Inc.
2. License Agreement dated May 1, 1999 between The Coca-Cola Company and Anchor Hocking Operating Company LLC, as amended pursuant to an addendum dated January 4, 2001, and extended pursuant to License Agreement effective January 1, 2003 between The Coca-Cola Company and Calphalon Corporation amended June 24, 2003.
3. License Agreement dated November 9, 1999 between Disney Enterprises, Inc. and Anchor Hocking Operating Company LLC.
4. License Agreement dated February 24, 1999 between Betty Utley St. John and Anchor Hocking Operating Company LLC.

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that ANCHOR HOCKING OPERATING COMPANY LLC ("Debtor"), having an office at 5115 Parkcenter Avenue, Suite 150, Dublin, Ohio 43017, hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION, as Agent ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: _____, 2004

ANCHOR HOCKING OPERATING COMPANY
LLC

By: _____

Title: _____

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On the ____ day of _____, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of ANCHOR HOCKING OPERATING COMPANY LLC, the limited liability company which executed the foregoing instrument and that he/she signed his/her name thereto by order of the managing member of such limited liability company.

Notary Public