

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	Second Amended and Restated Patent Security Agreement				
CONVEYING PARTY DATA					
<table border="1" style="width: 100%;"> <tr> <th style="width: 60%;">Name</th> <th>Execution Date</th> </tr> <tr> <td>Anchor Glass Container Corporation</td> <td>03/02/2010</td> </tr> </table>	Name	Execution Date	Anchor Glass Container Corporation	03/02/2010	
Name	Execution Date				
Anchor Glass Container Corporation	03/02/2010				
RECEIVING PARTY DATA					
Name:	Credit Suisse AG, Cayman Islands Branch				
Street Address:	Eleven Madison Avenue				
City:	New York				
State/Country:	NEW YORK				
Postal Code:	10010				
PROPERTY NUMBERS Total: 2					
Property Type	Number				
Patent Number:	D446729				
Patent Number:	D366209				
CORRESPONDENCE DATA					
Fax Number:	(212)310-8007				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Phone:	2123108000				
Email:	justin.d.lee@weil.com, suzanne.inglis@weil.com				
Correspondent Name:	Justin D. Lee				
Address Line 1:	Weil, Gotshal & Manges LLP				
Address Line 2:	767 Fifth Avenue				
Address Line 4:	New York, NEW YORK 10153				
ATTORNEY DOCKET NUMBER:	42165.0129.J.D.LEE				
NAME OF SUBMITTER:	Justin D. Lee				
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SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT

SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT, dated as of March 2, 2010 ("Agreement") by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Term Pledge and Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent for the Term Facility Secured Parties (in such capacity, the "Term Facility Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Term Loan Agreement, dated as of March 2, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among Anchor Glass Container Corporation (the "Borrower"), the Term Facility Lenders party thereto, Credit Suisse AG, Cayman Islands Branch, as Term Facility Administrative Agent for the Term Facility Lenders and as Term Facility Collateral Agent for the Term Facility Secured Parties and the Term Facility Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower will be party to the Guaranty pursuant to which they will guarantee the Obligations; and

WHEREAS, all the Grantors are party to a Second Amended and Restated Term Pledge and Security Agreement of even date herewith in favor of the Term Facility Collateral Agent (the "First Lien Term Pledge and Security Agreement") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

WHEREAS, all the Grantors are party to that certain Patent Security Agreement dated as of May 3, 2006, as amended by the Amended and Restated Patent Security Agreement, dated as of June 20, 2008 and wish to amend and restate such existing Patent Security Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises and to induce the Term Facility Lenders, the Term Facility Administrative Agent and the Term Facility Collateral Agent to enter into the Term Loan Agreement and to induce the Term Facility Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Term Facility Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Term Loan Agreement or in the First Lien Term Pledge and Security Agreement and used herein have the meaning given to them in the Term Loan Agreement or the First Lien Term Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Term Facility Collateral Agent for the benefit of the Term Facility Secured Parties, and grants to the Term

Facility Collateral Agent for the benefit of the Term Facility Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or continuations-in-part of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

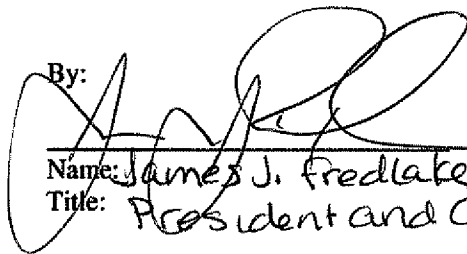
Section 3. Security Agreement

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Term Facility Collateral Agent pursuant to the First Lien Term Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Term Facility Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the First Lien Term Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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

Anchor Glass Container Corporation,
as Grantor

By: 
Name: James J. Fredlake
Title: President and CEO

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Term Facility Collateral Agent

By:

Name:
Title:

By:

Name:
Title:

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

Anchor Glass Container Corporation,
as Grantor

By:

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Term Facility Collateral Agent

By:



Name: KARIM BLASETTI
Title: VICE PRESIDENT

By:



Name: CHRISTOPHER REO DAY
Title: ASSOCIATE

**SCHEDULE I
TO
SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT**

A. REGISTERED PATENTS

Title	Patent No.	Issue Date
Octagonal Sided Jar (copy attached)	D446,729	8/21/2001
Ornamental Design of a Bottle (50% interest)**	D366,209	1/16/1996

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

None.

**** NOT LISTED AS ASSIGNEE ON UNITED STATES PATENT AND TRADEMARK
WEBSITE**