CH \$40.00 13207

ETAS ID: TM309326

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
SUBINISSION I TPE:	INEM 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

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
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

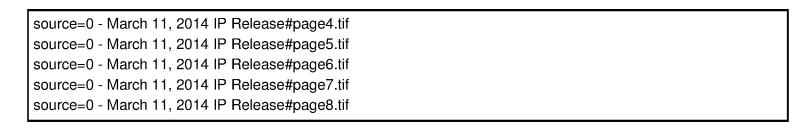
ATTORNEY DOCKET NUMBER:	37006/14 (2014)
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	06/30/2014

Total Attachments: 8

source=0 - March 11, 2014 IP Release#page1.tif source=0 - March 11, 2014 IP Release#page2.tif source=0 - March 11, 2014 IP Release#page3.tif

> TRADEMARK REEL: 005313 FRAME: 0588

900293807



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 March 11, 2014 (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 March 11, 2014, (ii) the Patent Security Agreement, dated as of March 11, 2014 (recorded at the United States Patent and Trademark Office with Reel/Frame reference 032577/0183) and (iii) the Trademark Security Agreement, dated as of March 11, 2014 (recorded at the United States Patent and Trademark Office with Reel/Frame reference 5249/0469) (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

1

- 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

Name: Andrew McInte

Title:

Andrew McIntosh Vice President Citibank, N.A. 25 Canada Square Canary Wharf London E14 5LB

PLEDGOR:

ANCHOR GLASS CONTAINER CORPORATION

By: ______ Name:

Title:

Signature Page to Release of Security Interest in Intellectual Property

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

Title Executive Vice President, Chief

Financial Officer and Treasurer

Signature Page to Release of Security Interest in Intellectual Property

Schedule A

UNITED STATES PATENTS:

Registrations:

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

*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

UNITED STATES TRADEMARKS:

Registrations:

OWNER REGISTRATION NUMBER		TRADEMARK	
Ardagh Glass Inc.*	1320769	G and Design	

*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

UNITED STATES COPYRIGHTS

Registrations:

OWNER	TITLE	REGISTRATION NUMBER
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* Anchor Glass Container	Peach Blossom Jar Crocus Jar	VA733180
Corporation* Anchor Glass Container	Cows Jar	VA733181 VA733182
Corporation* Anchor Glass Container	Contemporary Grid Jar	VA733183
Corporation* Anchor Glass Container	Cherries Jar	VA733184
Corporation* Anchor Glass Container	Checkerboard Scribble	VA733185
Corporation* Anchor Glass Container	Jar Celestial Jar	VA733186
Corporation* Anchor Glass Container	Victorian Roses Jar	VA733187
Corporation* Anchor Glass Container	Wil d Iris Jar	VA733188
Corporation* Anchor Glass Container	Assorted Fruit Jar	VA733189
Corporation* Anchor Glass Container	Splatters 1 Jar	VA733190
Corporation* Anchor Glass Container	Spatters 2 Jar	VA733191
Corporation*		

Schedule A to Release of Security Interest in Intellectual Property

Anchor Glass Container	Surfing Suntea Jar	VA733192
Corporation* Anchor Glass Container	Sunrise Suntea Jar	VA733193
Corporation*	Sum ise Sumea Jai	VA/33193
Anchor Glass Container	Scribble Stripes Jar	VA733194
Corporation* Anchor Glass Container	Scribble Fish Jar	VA733195
Corporation*	Serioole Fish sa	VE/33193
Anchor Glass Container Corporation*	Tropical Birds Jar	VA733196
Anchor Glass Container	Tropical Fish Jar	VA733197
Corporation*	•	
Anchor Glass Container Corporation*	Tulips Jar	VA733198
Anchor Glass Container	Sailboats Jar	VA733199
Corporation*		

^{*}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

TRADEMARK REEL: 005313 FRAME: 0597

RECORDED: 07/01/2014