

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANCHOR GLASS CONTAINER CORPORATION		12/07/2016	Corporation: DELAWARE
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		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87097761	ANCHOR GLASS CONTAINER	
Serial Number:	87097781		
Serial Number:	87097776		
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	41566		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	12/13/2016		
Total Attachments: 5			

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FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is dated as of December 7, 2016, by ANCHOR GLASS CONTAINER CORPORATION, a Delaware corporation (the "*Grantor*"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as administrative agent and collateral agent (in such capacity, the "*Collateral Agent*").

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain ABL Guarantee and Collateral Agreement dated as of December 7, 2016 among Glass Container Acquisition, LLC, a Delaware corporation ("*Holdings*"), the Grantor, the other subsidiaries of Holdings that become party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (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;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

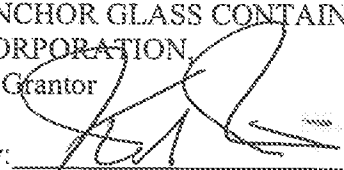
SECTION 4. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement. SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature page follows]

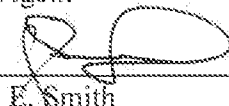
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

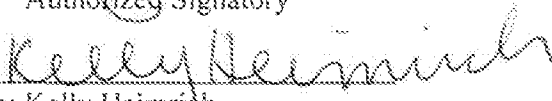
ANCHOR GLASS CONTAINER
CORPORATION
as Grantor

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

[Signature Page to First Lien Term Loan Trademark Security Agreement]

Accepted and Agreed:
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Kelly Heimrich
Title: Authorized Signatory



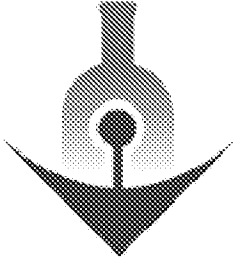
[Signature Page to First Lien Term Loan Trademark Security Agreement]

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TRADEMARK
REEL: 005946 FRAME: 0492

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
<p><u>ANCHOR GLASS CONTAINER and Design</u></p>  <p>SN: 87097761</p>	<p>Pending - Non-Final Action Mailed October 21, 2016 Int'l Class: 21 First Use: April 11, 2014 Filed: July 8, 2016</p>	<p>(Int'l Class: 21) glass storage containers for food and beverages</p>	<p>Anchor Glass Container Corporation (DELAWARE CORP.) 401 East Jackson Street, Suite 1100 Tampa, Florida 33602 USA</p>
<p><u>Design Only</u></p>  <p>SN: 87097781</p>	<p>Pending - Non-Final Action Mailed October 21, 2016 Int'l Class: 21 First Use: April 11, 2014 Filed: July 8, 2016</p>	<p>(Int'l Class: 21) glass storage containers for food and beverages</p>	<p>Anchor Glass Container Corporation (DELAWARE CORP.) 401 East Jackson Street, Suite 1100 Tampa, Florida 33602 USA</p>
<p><u>Design Only</u></p>  <p>SN: 87097776</p>	<p>Pending - Non-Final Action Mailed October 21, 2016 Int'l Class: 21 First Use: April 11, 2014 Filed: July 8, 2016</p>	<p>(Int'l Class: 21) glass storage containers for food and beverages</p>	<p>Anchor Glass Container Corporation (DELAWARE CORP.) 401 East Jackson Street, Suite 1100 Tampa, Florida 33602 USA</p>