

12-19-2002

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings ⇌ ⇌ ⇌ ▼

102316369

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Menasha Corporation

12-16-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Wisconsin
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: December 2, 2002

2. Name and address of receiving party(ies)

Name: LGA5 Corp.

Internal Address: _____

Street Address: 300 Madison Avenue

City: Toledo State: OH Zip: 43699

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See attached

B. Trademark Registration No.(s)
See attached

Additional number(s) attached Yes No

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

Name: Matthew W. Walch

Internal Address: 5800 Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: _____

18

7. Total fee (37 CFR 3.41).....\$ 465.00

- Enclosed
- Authorized to be charged to deposit account *
any over/under-payment

8. Deposit account number:

50-1125

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Matthew W. Walch

Name of Person Signing

Signature

December 9, 2002

Date

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

6

12/18/2002 DBYRNE

00000243 1657443

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 OP
425.00 OP

TRADEMARK
REEL: 002636 FRAME: 0140

A. TRADEMARK APPLICATION NOS.

78/150,986

78/085,823

76/300,270

78/134,686

B. TRADEMARK REGISTRATION NOS.

1,657,443

2,286,711

2,327,318

373,123

1,673,006

2,559,646

2,007,086

2,158,897

1,605,589

1,053,797

1,642,449

1,651,525

1,700,599

1,706,831

**SCHEDULE A
TO TRADEMARK ASSIGNMENT**

U.S. FEDERAL TRADEMARK REGISTRATIONS

<i>Mark</i>	<i>Registration Number</i>	<i>Registration Date</i>
Batter Boss	1,657,443	September 17, 1991
Choice Cut	2,286,711	October 12, 1999
Cupro	2,327,318	March 7, 2000
Dripcut	373,123	November 28, 1939
Kondi-Keeper	1,673,006	January 21, 1992
Lidpro	2,559,646	April 9, 2002
Plate Crate	2,007,086	October 8, 1996
Quik-Pik	2,158,897	May 19, 1998
Rack-Master	1,605,589	July 10, 1990
Sanalite	1,053,797	November 30, 1976
Sauce Boss	1,642,449	April 23, 1991
Straw Boss	1,651,525	July 23, 1991
Traex	1,700,599	July 14, 1992
Tuffex	1,706,831	August 11, 1992

U.S. FEDERAL TRADEMARK APPLICATIONS

<i>Mark</i>	<i>Application Number</i>	<i>Filing Date</i>
Clean Cut	78/150,986	August 5, 2002
Making the Ordinary Extraordinary	78/085,823	September 27, 2001
Rack Max	76/300,270	August 16, 2001
Spice Boss	78/134,686	June 11, 2002

CANADA TRADEMARK REGISTRATIONS

<i>Mark</i>	<i>Registration Number</i>	<i>Registration Date</i>
Dripcut	UCA 12026	February 13, 1939

COMMON LAW TRADEMARKS

Americana
Bar Keep
Baster Boss
Better Basket
Code A Clip
Flip Top
Fry Bagger

Rack Rule
Raptor
Rim Mate
Safe Stack
Sani Dry
Servistar
Silent Talker
Talker
Traditional
Tra-Mate
T-Rex

TRADEMARK ASSIGNMENT

WHEREAS, Menasha Corporation, a Wisconsin corporation ("Assignor") and Libbey Inc., a Delaware corporation ("Libbey") have entered into that certain Asset Purchase Agreement, dated as of December 2, 2002 ("Asset Purchase Agreement") and Libbey assigned its rights and obligations under the Asset Purchase Agreement to LGA5 Corp., a Delaware corporation ("Assignee") pursuant to that certain Assignment and Assumption of Asset Purchase Agreement, dated as of the date hereof ("Assignment and Assumption Agreement");

WHEREAS, in connection with that certain Asset Purchase Agreement and Assignment and Assumption Agreement, Assignor has agreed to assign and transfer to Assignee, all right, title and interest to certain trademarks in certain territories and the associated applications and registrations therefor together with the goodwill of the business symbolized by those trademarks, as set forth on Schedule A hereto (the "Marks");

WHEREAS, the Assignor is the sole owner of the entire rights, title and interest in and to Marks; and

WHEREAS, the Assignee is desirous of acquiring ownership of and the entire right, title and interest of assignor in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks, any applications and registrations therefor, and, to the extent applicable, the portion of the business in connection with which Assignor has a *bona fide* intent to use the Marks identified on Schedule A which are the subject of an intent-to-use application, together with the goodwill of the business symbolized by the Marks, including, without limitation, all rights to sue at law or in equity for any past, present or future infringement thereof, and to receive all proceeds and damages therefrom, to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

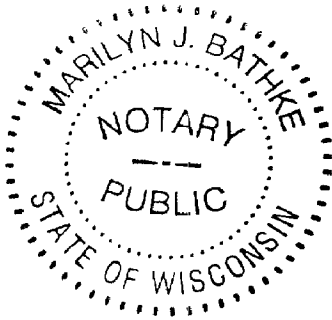
[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed and delivered as of the date first above written.

MENASHA CORPORATION

By: *AW Huge*
Name: *AW Huge*
Title: *VP, CFO, TREASURER*

Dated effective as of December 2, 2002



SUBSCRIBED and SWORN to before me
this 2nd day of December 2002.

Marilyn J. Bathke
Notary Public
My Commission Expires: *2/19/2006*