

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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TRADEMARK
REEL: 003342 FRAME: 0931

Registration Number:	833330	PONTCHARTRAIN
Registration Number:	1394907	RICHLAND
Registration Number:	833682	ROUEN
Registration Number:	555636	SHENANGO
Registration Number:	834715	SUTTON
Registration Number:	104744	SYRACUSE
Registration Number:	798393	SYRALITE
Registration Number:	1394908	OYSTER BAY
Registration Number:	1394110	DEEPMEDOW
Registration Number:	761336	TUXEDO GOLD
Registration Number:	793642	ESQUIRE
Registration Number:	2137547	CANTINA
Registration Number:	2669056	CAFE ROYAL
Registration Number:	2669057	QUADRA
Registration Number:	2826208	REPETITION
Registration Number:	3062978	OCTET
Registration Number:	827857	TUO
Registration Number:	1070265	MOON STONE
Registration Number:	833681	WOODSPRITE
Registration Number:	828537	LEMONT
Registration Number:	1444195	MAYER
Registration Number:	833329	ME TOO
Registration Number:	1055595	MESA GRANDE
Registration Number:	833328	GILD
Registration Number:	1395740	MONTLYNN
Registration Number:	1395739	OAKTON
Registration Number:	2698247	EMINENCE
Registration Number:	1448544	THE MINI GREAT PLATE
Registration Number:	2881207	CANTINA
Serial Number:	78725423	DURAFOOT
Serial Number:	78299758	ESQUIRE
Registration Number:	2982235	SERRANO
Registration Number:	1336722	CINNAMON

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/1222

NAME OF SUBMITTER:

Kirstie Howard

Signature:

/kh/

Date:

07/06/2006

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 16, 2006 is made by SYRACUSE CHINA COMPANY, a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of June 16, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LIBBEY GLASS INC. (the "Borrower") and LIBBEY EUROPE B.V., as an additional borrower, LIBBEY INC., a Loan Guarantor, the other Loan Parties (as defined in the Credit Agreement), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Pledge and Security Agreement, dated as of June 16, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and

convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. 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 security interest granted hereby has been granted to the Lenders in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 16th day of June, 2006.

SYRACUSE CHINA COMPANY
as Grantor

By: 

Name: Scott Selick

Title: Vice President & CFO

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____

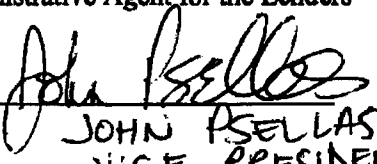
Name: _____

Title: _____

SYRACUSE CHINA COMPANY
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: JOHN PSELLAS
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss

On the 16th day of June, 2006, before me personally came Scott Sellick, who is personally known to me to be the VP & CFO of SYRACUSE CHINA COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~ he is the VP & CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Charles K. Mallari
Notary Public CHARLES K. MALLARI
Notary Public, State of New York
No. 4936031
Qualified in New York County
Commission Expires July 5, 2007

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Ohio)
COUNTY OF Cuyahoga) ss

On the 16th day of June, 2006, before me personally came John Psellas, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that ~~she~~ he is the Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Pamela Bush
Notary Public
PAMELA BUSH
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires Dec. 18, 2007

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademarks, Trade Names and Service Marks</u>	<u>Registration Number</u>	<u>Status</u>	<u>Date of Registration</u>	<u>Expiration Date</u>	<u>Country</u>
ARDEN	1,395,741	REGISTERED	6/3/86	6/3/06	USA
CRESTVIEW	828,539	REGISTERED	5/9/67	5/9/07	USA
KING'S INN	1,026,786	REGISTERED	12/9/75	12/9/05	USA
CORDOVA	827,539	REGISTERED	4/18/67	4/18/07	USA
CINNAMON	1,336,722	REGISTERED	5/21/85	5/21/05	USA
CHANSON	1,452,199	REGISTERED	8/11/87	8/11/07	USA
CHABLIS (CHINA DINNERWARE)	2,775,359	REGISTERED	10/21/03	10/21/13	USA
BROOKLINE	1,472,331	REGISTERED	1/12/88	1/12/08	USA
AMY	833,680	REGISTERED	8/15/67	8/15/07	USA
COOL 'N ARTS	2678670	REGISTERED	1/21/03	1/21/13	USA
CRIMSON BLOSSOM	1,354,101	REGISTERED	8/13/85	8/13/05	USA
CASABLANCA	1,292,327	REGISTERED	8/28/84	8/28/14	USA
WEXFORD	834,330	REGISTERED	8/29/67	8/29/07	USA
PALOMINO	1,175,252	REGISTERED	10/27/81	10/27/11	USA
PATRICIAN	1,394,111	REGISTERED	5/20/86	5/20/06	USA
PONTCHARTRAIN	833,330	REGISTERED	8/8/67	8/8/07	USA
RICHLAND	1,394,907	REGISTERED	5/27/86	5/27/06	USA
ROUEN	833,682	REGISTERED	8/15/67	8/15/07	USA
SHENANGO	555,636	REGISTERED	3/4/52	3/4/12	USA
SUTTON	834,715	REGISTERED	9/5/67	9/5/07	USA
SYRACUSE	104,744	REGISTERED	6/15/15	6/15/15	USA
SYRALITE	798,393	REGISTERED	11/2/65	11/2/05	USA
OYSTER BAY	1,394,908	REGISTERED	5/27/86	5/27/06	USA
DEEPMADOW	1,394,110	REGISTERED	5/20/86	5/20/06	USA
TUXEDO GOLD	761,336	REGISTERED	12/10/63	12/10/13	USA
ESQUIRE	793,642	REGISTERED	8/3/65	8/3/05	USA
CANTINA	2,137,547	REGISTERED	2/17/98	2/17/08	USA
CAFÉ ROYAL	2,669,056	REGISTERED	12/31/02	12/31/12	USA
QUADRA	2,669,057	REGISTERED	12/31/02	12/31/12	USA
REPETITION	2,826,208	REGISTERED	3/23/04	3/23/14	USA
OCTET	3,062,978	REGISTERED	2/28/06	2/28/16	USA
TUO	827,857	REGISTERED	4/25/67	4/25/07	USA
MOON STONE	1,070,265	REGISTERED	7/26/77	7/26/07	USA
WOODSPRITE	833,681	REGISTERED	8/15/67	8/15/07	USA
LEMONT	828,537	REGISTERED	5/9/67	5/9/07	USA
MAYER	1,444,195	REGISTERED	6/23/87	6/23/07	USA
ME TOO	833,329	REGISTERED	8/8/67	8/8/07	USA
MESA GRANDE	1,055,595	REGISTERED	1/4/77	1/4/07	USA
GILD	833,328	REGISTERED	8/8/67	8/8/07	USA
MONTLYNN	1,395,740	REGISTERED	6/3/86	6/3/06	USA
OAKTON	1,395,739	REGISTERED	6/3/86	6/3/06	USA
EMINENCE	2,698,247	REGISTERED	3/18/03	3/18/13	USA
THE MINI GREAT PLATE	1,448,544	REGISTERED	7/21/87	7/21/07	USA
CANTINA (FLATWARE)	2,881,207	REGISTERED	9/7/04	9/7/14	USA
DURAFOT	78/725,423	APPLN FILED			USA
ESQUIRE	78/299,758	APPLN FILED			USA
SERRANO	2,982,235	REGISTERED	8/2/05	8/2/15	USA

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