

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Traex Company		06/16/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2778
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2559646	LIDPRO
Registration Number:	1657443	BATTER BOSS
Registration Number:	2327318	CUPRO
Registration Number:	373123	DRIPCUT
Registration Number:	2286711	CHOICE CUT
Registration Number:	1706831	TUFFEX
Registration Number:	2785074	CLEAN CUT
Registration Number:	1673006	KONDI-KEEPER
Registration Number:	1651525	STRAW BOSS
Registration Number:	2664502	RACK MAX
Registration Number:	1642449	SAUCE BOSS
Registration Number:	2849301	SPICE BOSS
Registration Number:	1053797	SANALITE
Registration Number:	1605589	RACK-MASTER

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Registration Number:	2789726	MAKING THE ORDINARY EXTRAORDINARY
Registration Number:	2007086	PLATE CRATE
Registration Number:	2158897	QUIK-PIK
Registration Number:	1700599	TRAEX
Serial Number:	78568690	TWISTER
Serial Number:	78556108	CUPPRO
Serial Number:	78604828	SAFETY MATE ICE PORTER
Serial Number:	78604865	SAFETY MATE
Serial Number:	78747143	QUIK-KOOL

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 TRAEX 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.

WITNESSETH:

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.

TRAEX COMPANY
as Grantor

By: 
Name: Scott Sellick
Title: Vice President & CFO

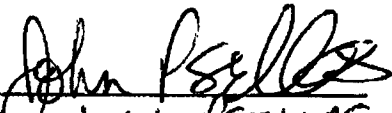
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

TRAEX 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 Sara Selick, who is personally known to me to be the VP and CFO of TRAEX COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP and 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.

Ann K. Mallari
Notary Public
ANN K. MALLARI
Notary Public, State of New York
No. 4936031
Qualified in New York County
Commission Expires July 5, 2006
(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. 15, 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>
LIDPRO	2,559,646	REGISTERED	4/9/02	4/9/12	USA
BATTER BOSS	1,657,443	REGISTERED	5/7/98	9/17/11	USA
CUPRO	2,327,318	REGISTERED	3/7/00	3/7/10	USA
DRIPCUT	373,123	REGISTERED	11/28/39	11/28/09	USA
CHOICE CUT	2,286,711	REGISTERED	10/12/99	10/12/09	USA
TUFFEX	1,706,831	REGISTERED	8/11/92	8/11/12	USA
CLEAN CUT	2,785,074	REGISTERED	11/18/03	11/18/13	USA
KONDI-KEEPER	1,673,006	REGISTERED	1/21/92	1/21/12	USA
STRAW BOSS	1,651,525	REGISTERED	8/24/90	7/23/11	USA
RACK MAX	2,664,502	REGISTERED	12/17/92	12/17/12	USA
SAUCE BOSS	1,642,449	REGISTERED	4/23/91	4/23/11	USA
SPICE BOSS	2,849,301	REGISTERED	6/1/04	6/1/14	USA
SANALITE	1,053,797	REGISTERED	11/30/76	11/30/06	USA
RACK-MASTER	1,605,589	REGISTERED	7/10/00	7/10/10	USA
MAKING THE ORDINARY EXTRAORDINARY	2,789,726	REGISTERED	12/2/03	12/2/13	USA
PLATE CRATE	2,007,086	REGISTERED	2/3/95	10/8/06	USA
QUIK-PIK	2,158,897	REGISTERED	5/8/97	5/19/08	USA
TRAEX	1,700,599	REGISTERED	7/14/92	7/14/12	USA
TWISTER	78/568,690	APPLN FILED			USA
CUPPRO	78/556,108	APPLN FILED			USA
SAFETY MATE ICE PORTER	78/604,828	APPLN FILED			USA
SAFETY MATE	78/604,865	APPLN FILED			USA
QUIK-KOOL	78/747,143	APPLN FILED			USA