

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Syracuse China Company

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

Citizenship _____

Execution Date(s) **June 16, 2006**

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

2. Name and Address of receiving party(ies)

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

Name: **Merrill Lynch PCG, Inc.**

Internal Address: _____

Street Address: **4 World Financial Center**

City: **New York**

State: **NY**

Country: **U.S.** Zip: **10080**

Association – Citizenship _____

General Partnership – Citizenship _____

Limited Partnership – Citizenship _____

Delaware Corporation

Other _____

Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

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

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

A. Trademark Application No(s).

78725423

78299758

B. Trademark Registration No(s).

1395741 2678670 555636

828539 1354101 834715

1026786 1292327 104744

827539 834330 798393

1336722 1175252 1394908

1452199 1394111 1394110

2775359 833330 761336

1472331 1394907 793642

833680 833682 2137547

Additional numbers attached? Yes No

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

Evan G. Burnstein, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER
 & FLOM LLP
 Four Times Square
 New York, New York 10036-6522
 Tel: (212) 735-2398
 Fax: (917) 777-2398
 evan.burnstein@skadden.com

6. Total number of applications and registrations involved:

47

7. Total fee (37 CFR 1.21(h) and 3.41) \$1190.
 All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 374220/2188)

8. Payment Information

Deposit Account No. **19-2385**

Authorized user Name: **Sylvia Marquez**

9. Signature.

July 10, 2006

Date

Evan G. Burnstein

Name of Person Signing

Total number of pages including cover sheet, and documents:

8

CH \$1190.00 192385 78725423

B. Trademark Registration No(s).

2669056	833329
2669057	1055595
2826208	833328
3062978	1395740
827857	1395739
1070265	2698247
833681	1448544
828537	2881207
1444195	2982235

**GRANT OF THIRD LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF THIRD LIEN 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 MERRILL LYNCH PCG, INC., a Delaware corporation (the "Initial Holder") in connection with the Indenture, dated as of June 16, 2006 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Libbey Glass Inc. (the "Issuer"), the Grantor, the other guarantors party thereto and the Initial Holder.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Issuer has issued its Senior Subordinated Pay-In-Kind Notes due 2011, and may issue from time to time additional notes in connection with the provisions of the Indenture (as the same may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, collectively, the "Notes") upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Issuer and certain other guarantors, including the Grantor, have executed and delivered a Note Pledge and Security Agreement, dated as of June 16, 2006, in favor of the Initial Holder (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Initial Holder 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, the Grantor agrees, for the benefit of the Initial Holder, 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 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 Initial Holder to secure payment, performance and observance of the Secured 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 Initial Holder in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Initial Holder 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 Initial Holder with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the 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 Security Agreement, the terms of the Security Agreement shall govern.

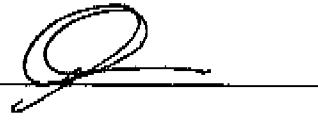
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

[Signatures appear on following page]

SYRACUSE CHINA COMPANY
as Grantor

By: _____
Name: _____
Title: _____

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, written over a horizontal line.

SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK
REEL: 003344 FRAME: 0835

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 and CFO of SYRACUSE CHINA 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. 00293001
Qualifies in New York County
Commission Expires July 6, 2006

(PLACE STAMP AND SEAL ABOVE)

JUN-15-2006 18:14

MERRILL LYNCH

212 449 1154 P.02/03

MERRILL LYNCH PCG, INC.

By: *Neven Vidovic*
Name: *NEVEN VIDOVIC*
Title: *VIC PRESIDENT*

SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK _____
REEL: 003344 FRAME: 0837

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademarks, Trade Names and Service Marks	Registration Number	Status	Date of Registration	Expiration Date	Country
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	1,444,185	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)	2,861,207	REGISTERED	9/7/04	9/7/14	USA
DURAFoot	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