

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):**  
**World Tableware Inc.**

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).

75590343  
 78858430  
 78858427  
 78858411

Additional numbers attached?  Yes  No

B. Trademark Registration No(s).

2776703	2721149	2760370
1173950	2889974	
1534875	2430409	
994264	2784832	
1559578	2663154	
0040724	2074231	
1262229	2704467	
1180217	2704465	
2704466	1073075	

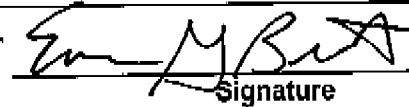
**5. Name and address of party to whom correspondence concerning document should be mailed:**

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:** **23**

**7. Total fee (37 CFR 1.21(h) and 3.41) \$590.**  
 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.**   
 \_\_\_\_\_  
 Signature  
 Evan G. Burnstein  
 Name of Person Signing

July 10, 2006  
 Date

Total number of pages including cover sheet, and documents: **7**

CH \$590.00 192385 75590343

**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 WORLD TABLEWARE INC., 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.

**WITNESSETH:**

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]

**WORLD TABLEWARE INC.**  
as Grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

A handwritten signature in black ink, consisting of a large, stylized 'W' or similar shape, written over a horizontal line.

SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK

REEL: 003344 FRAME: 0849

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 WORLD TABLEWARE INC., 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. 4386031  
Qualified in New York County  
Commission Expires July 5, 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: VICE PRESIDENT

SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK  
REEL: 003344 FRAME: 0851

## 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>
GLENBROOK	2,776,703	REGISTERED	10/21/03	10/21/13	USA
BRANDWARE	1,173,950	REGISTERED	10/20/81	10/20/11	USA
AMERICAN SILVER CO.	1,534,875	REGISTERED	4/11/89	4/11/09	USA
WORLD (STAINLESS STEEL FLATWARE)	994,264	REGISTERED	4/25/96	10/1/14	USA
AMSILCO	1,559,578	REGISTERED	10/10/87	10/10/09	USA
WORLD (SILVER & PLATED TABLEWARE)	0,040,724	REGISTERED	7/7/03	7/7/13	USA
BB LOGO AND DESIGN	1,262,229	REGISTERED	12/27/83	12/27/13	USA
ULTIMA	1,180,217	REGISTERED	12/1/81	12/1/11	USA
VARESE	2,704,466	REGISTERED	4/8/03	4/8/13	USA
SKOAL	2,721,149	REGISTERED	6/3/03	6/3/13	USA
PESCE	2,889,974	REGISTERED	5/14/03	9/28/14	USA
THE MILLENNIUM COLLECTION	75/590,343	APPLN FILED	11/16/98		USA
CONTEMPRA	2,430,409	REGISTERED	2/20/01	2/20/11	USA
EVEREST	2,784,832	REGISTERED	11/18/03	11/18/13	USA
AMULET	2,663,154	REGISTERED	12/17/02	12/17/12	USA
WORLD (PORCELAIN DINNERWARE)	2,074,231	REGISTERED	6/24/97	6/24/07	USA
SLATE	2,704,467	REGISTERED	4/8/03	4/8/13	USA
VERONA (FLATWARE)	2,704,465	REGISTERED	4/8/03	4/8/13	USA
WTI GLOBE AND DESIGN	1,073,075	REGISTERED	9/13/77	9/13/07	USA
CONTEMPRA	2,760,370	REGISTERED	9/2/03	9/2/13	USA
SAN MARINO	78/858,430	APPLN FILED			USA
PORTO	78/858,427	APPLN FILED			USA
PRAGUE	78/858,411	APPLN FILED			USA