

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Syracuse China Company		06/16/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Trust Company, N.A., as Collateral Agent
Street Address:	10161 Centurion Parkway
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	1395741	ARDEN
Registration Number:	828539	CRESTVIEW
Registration Number:	1026786	KING'S INN
Registration Number:	827539	CORDOVA
Registration Number:	1336722	CINNAMON
Registration Number:	1452199	CHANSON
Registration Number:	2775359	CHABLIS
Registration Number:	1472331	BROOKLINE
Registration Number:	833680	AMY
Registration Number:	2678670	COOL 'N ARTS
Registration Number:	1354101	CRIMSON BLOSSOM
Registration Number:	1292327	CASABLANCA
Registration Number:	834330	WEXFORD
Registration Number:	1175252	PALOMINO

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Registration Number:	1394111	PATRICIAN
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	DURAFooter
Serial Number:	78299758	ESQUIRE
Registration Number:	2982235	SERRANO

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.
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Address Line 2: 425 Lexington Avenue
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ATTORNEY DOCKET NUMBER:	509335/0943
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	07/18/2006

Total Attachments: 6
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**GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECOND 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 The Bank of New York Trust Company, N.A., a national banking association, as collateral agent (the "Agent") 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 Agent, as trustee.

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Issuer has issued its Floating Rate Senior Secured 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 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 "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the secured parties thereunder (the "Secured Parties") 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 Agent and the Secured Parties, 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 Agent

for the benefit of the Secured Parties 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 Agent for the benefit of the Secured Parties 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 Agent 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 Agent 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.

SYRACUSE CHINA COMPANY
as Grantor

By: 
Name: _____
Title:

THE BANK OF NEW YORK TRUST COMPANY, N.A.
as Agent

By: _____
Name:
Title:

THE BANK OF NEW YORK TRUST COMPANY, N.A.
as Agent

By: L. Garcia
Name: L. Garcia
Title: Assistant Vice President

Libbey Glass Inc. Senior Secured Notes-Grant of Second Lien Security Interest in Trademark Rights

TRADEMARK
REEL: 003350 FRAME: 0099

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.

Frank Mallari
Notary Public
Notary Public, State of New York
No. 4936031
Qualified in New York County
Commission Expires July 5, 2006

(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	5/9/87	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
DEEPMeadow	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	6/3/88	6/3/08	USA
OAKTON	1,395,739	REGISTERED	6/3/86	6/3/06	USA
EMINENCE	2,668,247	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
DURAFoot	78725,423	APPLN FILED			USA
ESQUIRE	78729,758	APPLN FILED			USA
SERRANO	2,982,235	REGISTERED	8/2/05	8/2/15	USA

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