

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
Libbey Glass Inc.		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: 57

Property Type	Number	Word Mark
Registration Number:	2034784	FUNDAMENTALS
Registration Number:	2004783	JEWEL
Registration Number:	2663143	PERCEPTION
Registration Number:	2663144	NOB HILL
Registration Number:	2704223	GOVERNOR CLINTON
Registration Number:	2025945	DAKOTA
Registration Number:	2044121	STATUS
Registration Number:	2330497	PRISM
Registration Number:	1372622	SYMMETRY
Registration Number:	2669104	QUANTUM
Registration Number:	2709190	GIBRALTAR
Registration Number:	2669061	CATALINA
Serial Number:	78741473	E-SERIES
Registration Number:	2502645	RESTAURANT BASICS

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Registration Number:	2502646	RESTAURANT BASICS
Registration Number:	2764560	RESTAURANT BASICS
Registration Number:	2414453	EVERY DAY. EVERY WAY.
Registration Number:	1998419	LIFESTYLES
Registration Number:	2286310	LIBBEY.COM
Registration Number:	1224292	GIBRALTAR
Registration Number:	2859370	CLUBHOUSE COLLECTION
Registration Number:	2416702	MAIN STREET
Registration Number:	2114155	VILLAGE PINES COLLECTION
Registration Number:	2443873	FACETS
Registration Number:	2194064	CREATIVE ACCENTS
Registration Number:	2522992	GENUINE LIBBEY
Registration Number:	1173311	CHIVALRY
Registration Number:	2602220	WHAT'S COOKIN'?
Registration Number:	2525778	QUANTUM
Registration Number:	1445212	MALIBU
Registration Number:	2355388	GIBRALTAR
Registration Number:	849814	SHEER RIM
Registration Number:	2884004	BRAVURA
Registration Number:	522529	SAFEDGE
Registration Number:	651483	L
Registration Number:	834728	LIBBEY
Registration Number:	2366307	2000
Registration Number:	1131831	DURATUFF
Registration Number:	1178202	EMBASSY
Registration Number:	1248379	BOLLA GRANDE
Registration Number:	1564590	VIVA GRANDE
Registration Number:	2889973	TIKIWARE
Registration Number:	2809251	OMEGA
Serial Number:	78532158	KEGGER
Registration Number:	2875403	MARGARINI
Serial Number:	78741449	E-COLLECTION
Registration Number:	2815596	VENUS
Registration Number:	1193209	FINEDGE
Registration Number:	1093807	FIESTA GRANDE

Registration Number:	2677813	QUANTUM
Registration Number:	2738740	PRISM
Registration Number:	3077591	POLYTUFF
Registration Number:	3069269	SATIN GIBRALTAR
Serial Number:	78805067	WINE MASTER
Serial Number:	78572284	ENDEAVOR
Serial Number:	78861587	SPIRIT MASTER
Serial Number:	78586296	RESTAURANT SUPPLIES TO GO

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:	509335/0943
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	07/18/2006

Total Attachments: 7
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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 LIBBEY GLASS INC., a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Issuer"), 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 the Issuer, the 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 has 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 Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer'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 Issuer 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 Issuer 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.

LIBBEY GLASS INC.
as Issuer

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: 0222

ACKNOWLEDGMENT OF ISSUER

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 LIBBEY GLASS 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 **N. K. MALLARI**
Notary Public, State of New York
No. 4936031
Qualified in New York County
Commission Expires June 5, 2006


(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF AGENT

STATE OF IL)
) ss
COUNTY OF Cook)

On the 16th day of June, 2006, before me personally came L. Garcia, who is personally known to me to be the Assistant Vice President of THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Assistant 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.

T. Mosterd

Notary Public

(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>
FUNDAMENTALS	2,034,784	REGISTERED	2/4/97	2/4/07	USA
JEWEL	2,004,783	REGISTERED	10/1/96	10/1/06	USA
PERCEPTION	2,663,143	REGISTERED	12/17/02	12/17/12	USA
NOB HILL	2,663,144	REGISTERED	12/17/02	12/17/12	USA
GOVERNOR CLINTON	2,704,223	REGISTERED	4/8/03	4/8/13	USA
DAKOTA	2,025,945	REGISTERED	12/24/96	12/24/06	USA
STATUS	2,044,121	REGISTERED	3/11/97	3/11/07	USA
PRISM (GLASSWARE)	2,330,497	REGISTERED	3/21/00	3/21/10	USA
SYMMETRY	1,372,622	REGISTERED	11/26/85	11/26/05	USA
QUANTUM (FLATWARE)	2,669,104	REGISTERED	12/31/02	12/31/12	USA
GIBRALTAR (FLATWARE)	2,709,190	REGISTERED	4/22/03	4/22/13	USA
CATALINA	2,669,061	REGISTERED	12/31/02	12/31/12	USA
E-SERIES	78/741,473	APPLN FILED			USA
RESTAURANT BASICS (DINNERWARE)	2,502,645	REGISTERED	10/30/01	10/30/11	USA
RESTAURANT BASICS (FLATWARE)	2,502,646	REGISTERED	10/30/01	10/30/11	USA
RESTAURANT BASICS (GLASSWARE)	2,764,560	REGISTERED	9/16/03	9/16/13	USA
EVERY DAY. EVERY WAY.	2,414,453	REGISTERED	12/19/00	12/19/10	USA
LIFESTYLES	1,998,419	REGISTERED	9/3/96	9/3/06	USA
LIBBEY.COM	2,286,310	REGISTERED	10/12/99	10/12/09	USA
GIBRALTAR	1,224,292	REGISTERED	1/18/83	1/18/13	USA
CLUBHOUSE COLLECTION	2,859,370	REGISTERED	7/6/04	7/6/14	USA
MAIN STREET	2,416,702	REGISTERED	1/2/01	1/2/11	USA
VILLAGE PINES COLLECTION	2,114,155	REGISTERED	11/18/97	11/18/07	USA
FACETS	2,443,873	REGISTERED	4/17/01	4/17/11	USA
CREATIVE ACCENTS	2,194,084	REGISTERED	10/6/98	10/6/08	USA
GENUINE LIBBEY	2,522,992	REGISTERED	12/25/01	12/25/11	USA
CHIVALRY	1,173,311	REGISTERED	10/13/81	10/13/11	USA
WHAT'S COOKIN'? (BAKEWARE)	2,602,220	REGISTERED	7/30/02	7/30/12	USA
QUANTUM (GLASSWARE)	2,525,778	REGISTERED	1/1/02	1/1/12	USA
MALIBU	1,445,212	REGISTERED	6/30/87	6/30/07	USA
GIBRALTAR (DINNERWARE)	2,355,388	REGISTERED	6/6/00	6/6/10	USA
SHEER RIM AND DESIGN	849,814	REGISTERED	5/28/68	5/28/08	USA
BRAVURA	2,884,004	REGISTERED	9/14/04	9/14/14	USA
SAFEDGE	522,529	REGISTERED	3/21/50	3/21/10	USA
L IN CIRCLE	651,483	REGISTERED	9/10/97	9/10/07	USA
LIBBEY	834,726	REGISTERED	9/5/67	9/5/07	USA
2000 (GLASSWARE)	2,366,307	REGISTERED	7/11/00	7/11/10	USA
DURATUFF	1,131,831	REGISTERED	3/11/80	3/11/10	USA
EMBASSY	1,178,202	REGISTERED	11/17/81	11/17/11	USA
BOLLA GRANDE	1,248,379	REGISTERED	8/16/83	8/16/13	USA
VIVA GRANDE	1,584,590	REGISTERED	11/7/89	11/7/09	USA
TIKIWARE	2,889,973	REGISTERED	9/28/04	9/28/14	USA
OMEGA	2,809,251	REGISTERED	1/27/04	1/27/14	USA
KEGGER (GLASSWARE)	78/532158	APPLN FILED			USA
MARGARINI	2,875,403	REGISTERED	8/17/04	8/17/14	USA

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E-COLLECTION	78/741449	APPLN FILED			USA
VENUS	2,815,596	REGISTERED	2/17/04	2/17/14	USA
FINEDGE	1,193,209	REGISTERED	4/6/82	4/6/12	USA
FIESTA GRANDE	1,093,807	REGISTERED	6/20/78	6/20/08	USA
QUANTUM (DINNERWARE)	2,677,813	REGISTERED	1/21/03	1/21/13	USA
PRISM (DINNERWARE)	2,738,740	REGISTERED	7/15/03	7/15/13	USA
POLYTUFF	3,077,591	REGISTERED	4/4/06	4/4/16	USA
RESTAURANT SUPPLIES TO GO	78/586,296	APPLN FILED			USA
SATIN GIBRALTAR	3,069,269	REGISTERED	3/14/06	3/14/16	USA
WINE MASTER	78/805,067	APPLN FILED			USA
ENDEAVOR	78/572,284	APPLN FILED			USA
SPIRIT MASTER	78/861,587	APPLN FILED			USA

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