

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRAEX COMPANY		02/08/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	1300 E. Ninth Street		
<b>Internal Address:</b>	Attn: Libbey Glass Account Manager		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3710112	INSTA CHILL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.165		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$40.00 3710112

Date:

02/09/2010

**Total Attachments: 7**

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**AMENDED AND RESTATED GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 8, 2010 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 an administrative agent (the "Agent") for the several banks and other financial institutions (the "Lenders") parties to the Amended and Restated Credit Agreement, dated as of February 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LIBBEY GLASS INC. (the "US Borrower") and LIBBEY EUROPE B.V. ("Netherlands Borrower"; together with the US Borrower, collectively, the "Borrowers"), LIBBEY INC., a Loan Guarantor, the other Loan Parties party thereto (as defined in the Credit Agreement), the Lenders, the Agent and J.P. Morgan Europe Limited, as an administrative agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers 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 US Borrower have executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of February 8, 2010, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, 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 Borrowers 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 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 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.

SECTION 6. Amendment and Restatement. This Agreement constitutes an amendment and restatement of that certain Grant of Security Interest in Trademark Rights effective as of June 16, 2006 (the "Original Trademark Security Agreement") by the Grantor in favor of the Agent. The Grantor hereby reaffirms the Liens arising under the Original Trademark Security Agreement, which Liens shall remain continuous and shall be governed by the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 8<sup>th</sup> day of February, 2010.

TRAEX COMPANY  
as Grantor

By: Susan Allene Kovach  
Name: Susan Allene Kovach  
Title: Vice President, General Counsel and Secretary

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

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 8<sup>th</sup> day of February, 2010.

TRAEX COMPANY  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

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

By: Matthew A. Brewer  
Name: Matthew A. Brewer  
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO

) ss

COUNTY OF LUCAS

On the 5<sup>th</sup> day of February, 2010, before me personally came Susan Allene Kovach, who is personally known to me to be the Vice President, General Counsel and Secretary of TRAEX COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she is the 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 acknowledged said instrument to be the free act and deed of said corporation.



DEBORAH HYNDMAN  
Notary Public - State of Ohio  
My Commission Expires 7-8-2011

Deborah Hyndman  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Ohio )  
COUNTY OF Cuyahoga )<sup>ss</sup>

On the 5th day of February, 2010, before me personally came Matthew A. Brewer, 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.



ANGELA E. NOVAK  
Notary Public, State of Ohio  
My Commission Expires  
December 15, 2013

Angela E. Novak  
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>
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 MAKING THE ORDINARY EXTRAORDINARY	1,605,589	REGISTERED	7/10/00	7/10/10	USA
PLATE CRATE	2,789,726	REGISTERED	12/2/03	12/2/13	USA
QUIK-PIK	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
INSTA CHILL	3710112	REGISTERED	11/10/09	11/10/19	USA