

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
B.V. KONINKLIJKE NEDERLANDSCHE GLASFABRIEK LEERDAM			02/08/2010
			Entity Type Private Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	J.P. MORGAN EUROPE LIMITED, as Administrative Agent		
Street Address:	125 London Wall		
Internal Address:	Attn: Libbey Glass Account Manager		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2Y 5 AJ		
Entity Type:	Company Organized Under the Laws of England and Wales: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2604930	ROYAL LEERDAM	
Registration Number:	2937638	ROYAL LEERDAM	
Registration Number:	1238413	MAGNUM	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.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	

OP \$90.00 2604930

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/09/2010

Total Attachments: 6

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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 B.V. KONINKLIJKE NEDERLANDSCHE GLASFABRIEK LEERDAM, a Netherlands private company, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Grantor"), in favor of J.P. MORGAN EUROPE LIMITED, 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 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 JPMORGAN CHASE BANK, N.A., a national banking association, 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 Borrower have executed and delivered a Deed of Pledges of Intellectual Property Rights, dated as of June 16, 2006, in favor of the Agent (the "Deed of Pledges");

WHEREAS, pursuant to the Deed of Pledges, 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 Netherlands Borrower 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 Netherlands 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 Deed of Pledges and is expressly subject to the terms and conditions thereof. The Deed of Pledges (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 Deed of Pledges, 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 Deed of Pledges, the terms of the Deed of Pledges 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.

B.V. KONINKLIJKE NEDERLANDSCHE  
GLASFABRIEK LEERDAM  
as Grantor

By: Susan A. Kovach  
Name: Susan A. Kovach  
Title: Attorney In Fact

J.P. MORGAN EUROPE LIMITED  
as 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.

B.V. KONINKLIJKE NEDERLANDSCHE  
GLASFABRIEK LEERDAM  
as Grantor

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

J.P. MORGAN EUROPE LIMITED  
as Administrative Agent for the Lenders

By: M. J. Gaudin  
Name: TIM JACOB  
Title: SENIOR 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 A. Kovach, who is personally known to me to be the Attorney In Fact of B.V. KONINKLIJKE NEDERLANDSCHE GLASFABRIEK LEERDAM, a Netherlands private company; who, being duly sworn, did depose and say that she/he is the Attorney In Fact in such company, the company described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she acknowledged said instrument to be the free act and deed of said company.



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

Deborah Hyndman  
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>
ROYAL LEERDAM	2,604,930	REGISTERED	8/6/02	8/6/12	USA
ROYAL LEERDAM (AND DESIGN)	2,937,638	REGISTERED	4/5/05	4/5/15	USA
MAGNUM	1,238,413	REGISTERED	5/17/83	5/17/13	USA