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Form PTO-1594 (Rev. 12-08)  
OMB Collection 0651-0027 (exp. 01/31/2009)

02-18-2010

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



103589078

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

01-21-10

1. Name of conveying party(ies):

TRAEX COMPANY, A DELAWARE CORPORATION

- Individual(s)
- General Partnership
- Corporation- State: Delaware, USA
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 02/08/2010

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Bank of New York Mellon Trust Company, N.A.

Internal

Address: as Collateral Agent

Street Address: 2 N. LaSalle Street, Suite 1020

City: Chicago

State: Illinois

Country: USA Zip: 60602

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other N.A. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: James Murray

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way

Suite 125

City: Columbus

State: Ohio Zip: 43219

Phone Number: 614-280-3566

Fax Number: 800-516-6304

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

02/10/2010

Date

James D. Murray

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1000 0045 2559646

01 FC:8521  
02 FC:8522

40.00 OP  
575.00 OP

TRADEMARK

REEL: 004152 FRAME: 0809

**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	1,857,443	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	1,605,569	REGISTERED	7/10/00	7/10/10	USA
MAKING THE ORDINARY EXTRAORDINARY	2,789,726	REGISTERED	12/2/03	12/2/13	USA
PLATE CRATE	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

## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This 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 The Bank of New York Mellon Trust Company, N.A., as collateral agent (the "Collateral Agent") on behalf of the holders of the Notes (as defined below) (the "Holders") pursuant to an indenture dated February 8, 2010 (as amended, restated, supplemented or modified from time to time, the "Indenture") among Libbey Glass Inc., a Delaware corporation (the "Company"), Libbey Inc., a Delaware corporation ("Holdings"), each Guarantor (as defined in the Indenture), and The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee (the "Trustee"), in which the Company has issued to the Holders the 10% Senior Secured Notes due 2015 (together with any exchange notes and Additional Notes, the "Notes") pursuant to the Indenture.

### WITNESSETH:

WHEREAS, pursuant to the Indenture, the Company has issued to the Holders the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Grantor and the other Guarantors have executed and delivered a Note Pledge and Security Agreement, dated as of February 8, 2010, in favor of the Collateral 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 Collateral Agent for the benefit of the Collateral Agent and the Holders 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 Collateral Agent to enter into the Indenture and the Holders to purchase the Notes, the Grantor agrees, for the benefit of the Collateral Agent and the Holders, 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 Indenture 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

Collateral Agent for the benefit of the Collateral Agent and the Holders 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 Holders 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 Holders 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 Holders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture 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.

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

TRAEX COMPANY  
as Grantor

By: Susan A. Kovach  
Name: SUSAN A. KOVACH  
Title: VP, General Counsel & Secretary

Signature Page to Grant of Security Interest in Trademark Rights (Traex Company)

TRADEMARK

REEL: 004152 FRAME: 0813

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

By: *L. Garcia*  
Name: **Linda E. Garcia**  
Title: **Vice President**

Signature Page to Grant of Security Interest in Trademark Rights (Traex Company)

TRADEMARK

REEL: 004152 FRAME: 0814

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO            )  
  ) SS  
COUNTY OF LUCAS        )

On the 8<sup>th</sup> day of February, 2010, before me personally came Susan A. Kovach, who is personally known to me to be the VP, Gen Counsel & Secretary of TRAEX COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP, Gen Counsel & Secretary 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.



DEBORAH HYNDMAN  
Notary Public - State of Ohio  
My Commission Expires 1-8-2011

Deborah Hyndman  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Signature Page to Grant of Security Interest in Trademark Rights (Traex Company)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF IL )  
  ) ss  
COUNTY OF COOK )

On the 8 day of February, 2010, before me personally came Linda E. Garcia, who is personally known to me to be the Vice President of THE BANK OF NEW YORK MELLON TRUST COMPANY, 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.



T. Mosterd

Notary Public

(PLACE STAMP AND SEAL ABOVE)

Acknowledgment to Grant of Security Interest in Trademark Rights (Traex Company)