

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WORLD TABLEWARE INC.		02/08/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as collateral agent
Street Address:	2 N. LaSalle Street
Internal Address:	Suite 1020
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2776703	GLENBROOK
Registration Number:	1173950	BRANDWARE
Registration Number:	1534875	AMERICAN SILVER CO.
Registration Number:	0994264	WORLD
Registration Number:	1559578	AMSILCO
Registration Number:	0040724	WORLD
Registration Number:	1262229	BB
Registration Number:	1180217	ULTIMA
Registration Number:	2704466	VARESE
Registration Number:	2721149	SKOAL
Registration Number:	2889974	PESCE
Registration Number:	2430409	CONTEMPRA
Registration Number:	2784832	EVEREST

OP \$490.00 2776703

900165176

**TRADEMARK
 REEL: 004228 FRAME: 0780**

Registration Number:	2663154	AMULET
Registration Number:	2074231	WORLD
Registration Number:	2704467	SLATE
Registration Number:	2704465	VERONA
Registration Number:	1073075	WTI
Registration Number:	2760370	CONTEMPRA

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	020742-0036
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	06/21/2010

Total Attachments: 7
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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 WORLD TABLEWARE INC., 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;

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 Agreements 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.

WORLD TABLEWARE INC.
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 (World Tableware Inc.)

TRADEMARK
REEL: 004228 FRAME: 0784

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

By: *Linda E. Garba*
Name: **Linda E. Garba**
Title: **Vice President**

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
) ss
COUNTY OF LUCAS)

On the 8th day of February, 2010, before me personally came SUSAN A. KOVACH, who is personally known to me to be the VP, General Counsel + Secretary of WORLD TABLEWARE INC., 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 7-8-2011

Deborah Hyndman
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF IL)
) ss
COUNTY OF COOK)

On the 8th 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)

SCHEDULE A

U.S.T rademark 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>
GLENBROOK	2,776,703	REGISTERED	10/21/03	10/21/13	USA
BRANDWARE	1,173,950	REGISTERED	10/20/81	10/20/11	USA
AMERICAN SILVER CO WORLD (STAINLESS STEEL FLATWARE)	1,534,875	REGISTERED	4/11/89	4/11/09	USA
AMSILCO	994,264	REGISTERED	4/25/96	10/1/14	USA
WORLD (SILVER & PLATED TABLEWARE)	1,559,578	REGISTERED	10/10/87	10/10/09	USA
BB LOGO AND DESIGN	0,040,724	REGISTERED	7/7/03	7/7/13	USA
ULTIMA	1,262,229	REGISTERED	12/27/83	12/27/13	USA
VARESE	1,180,217	REGISTERED	12/1/81	12/1/11	USA
SKOAL	2,704,466	REGISTERED	4/8/03	4/8/13	USA
PESCE	2,721,149	REGISTERED	6/3/03	6/3/13	USA
THE MILLENNIUM COLLECTION	2,889,974	REGISTERED	5/14/03	9/28/14	USA
CONTEMPRA	75/590,343	APPLN FILED	11/16/98		USA
EVEREST	2,430,409	REGISTERED	2/20/01	2/20/11	USA
AMULET	2,784,832	REGISTERED	11/18/03	11/18/13	USA
WORLD (PORCELAIN DINNERWARE)	2,663,154	REGISTERED	12/17/02	12/17/12	USA
SLATE	2,074,231	REGISTERED	6/24/97	6/24/07	USA
VERONA (FLATWARE)	2,704,467	REGISTERED	4/8/03	4/8/13	USA
WTI GLOBE AND DESIGN	2,704,465	REGISTERED	4/8/03	4/8/13	USA
CONTEMPRA	1,073,075	REGISTERED	9/13/77	9/13/07	USA
SAN MARINO	2,760,370	REGISTERED	9/2/03	9/2/13	USA
PORTO	78/858,430	APPLN FILED			USA
PRAGUE	78/858,427	APPLN FILED			USA
	78/858,411	APPLN FILED			USA