

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIBBEY GLASS INC.		04/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	1300 East Ninth Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4462652	SET FOR SUCCESS	
Registration Number:	4401762	GIBRALTAR TWIST	
Registration Number:	4273056	FIZZAZZ	
Registration Number:	4269781	ALTITUDE	
Registration Number:	4251177	PUEBLA	
Registration Number:	4234810	BRIOSSA	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
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/		
DATE SIGNED:	04/09/2014		

OP \$165.00 4462652

Total Attachments: 4

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**SECOND AMENDMENT TO AMENDED AND RESTATED
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Amendment"), dated as of April 9, 2014, made to that certain Amended and Restated Grant of Security Interest in Trademark Rights dated as of February 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") made by LIBBEY GLASS INC., a Delaware corporation located at 300 Madison Avenue, Toledo, Ohio 43604 ("US Borrower"), 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 US Borrower, 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 J.P. Morgan Europe Limited, as an administrative agent.

WHEREAS, in connection with the Credit Agreement, the US Borrower 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"; capitalized terms used herein and not otherwise defined have the meanings provided or provided by reference in the Credit Agreement and the Pledge and Security Agreement), and pursuant to the Pledge and Security Agreement, the US Borrower 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;

WHEREAS, in furtherance of the foregoing, US Borrower and Agent entered into the Trademark Security Agreement;

WHEREAS, since the date of US Borrower's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Pledge and Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule A to the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks scheduled on Schedule 1 attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.
3. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
4. Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of New York, without regard to conflict of laws principles that would require the application of laws other than those of the State of New York.

IN WITNESS WHEREOF, US Borrower and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

LIBBEY GLASS INC.

By: Kenneth A. Boerger
Name: Kenneth A. Boerger
Title: Vice President and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

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

By: _____
Name: _____
Title: _____

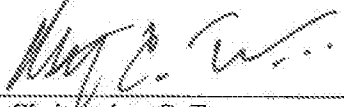
IN WITNESS WHEREOF, US Borrower and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

LIBBEY GLASS INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

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

By:  _____
Name: Christopher C. Tran
Title: Authorized Officer

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
SET FOR SUCCESS	85945174	4462652	01/07/14	Libbey Glass, Inc.
GIBRALTAR TWIST	85781412	4401762	09/10/13	Libbey Glass Inc.
FIZZAZZ	85424819	4273056	01/08/13	Libbey Glass Inc.
ALTITUDE	85570722	4269781	01/01/13	Libbey Glass Inc.
PUEBLA	85424874	4251177	11/27/12	Libbey Glass Inc.
BRIOSSA	85337442	4234810	10/30/12	Libbey Glass Inc.