

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300835

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WORLD TABLEWARE INC.		04/09/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	1300 East Ninth Street		
<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: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85852676	POTTER'S TOUCH	
<b>Serial Number:</b>	85852715	MONORAIL	
<b>Serial Number:</b>	85852694	FARMHOUSE	
<b>Serial Number:</b>	85852654	STOCKYARD	
<b>Registration Number:</b>	4460186	BANQUET TREE	
<b>Registration Number:</b>	4269557	SOLARIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1075.165		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	04/09/2014		

OP \$165.00 85852676

**Total Attachments: 5**

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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 WORLD TABLEWARE INC., a Delaware corporation located at 300 Madison Avenue, Toledo, Ohio 43604 ("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., ("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 (including Grantor) 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 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;

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

WHEREAS, since the date of Grantor'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, Grantor 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.

WORLD TABLEWARE 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: \_\_\_\_\_

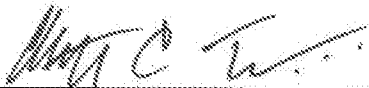
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

WORLD TABLEWARE 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
POTTER'S TOUCH	85852676	NA	NA	World Tableware Inc.
MONORAIL	85852715	NA	NA	World Tableware Inc.
FARMHOUSE	85852694	NA	NA	World Tableware Inc.
STOCKYARD	85852654	NA	NA	World Tableware Inc.
BANQUET TREE	85852639	4460186	12/31/13	World Tableware Inc.
SOLARIO	85487197	4269557	01/01/13	World Tableware Inc.