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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM301380

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		04/09/2014	Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	World Tableware Inc., as Grantor	
Street Address:	300 Madison Avenue	
City:	Toledo	
State/Country:	ОНЮ	
Postal Code:	43604	
Entity Type:	CORPORATION: DELAWARE	

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1173950	BRANDWARE
Registration Number:	994264	WORLD
Registration Number:	0040724	WORLD
Registration Number:	1262229	BB
Registration Number:	1180217	ULTIMA
Registration Number:	2721149	SKOAL
Registration Number:	2663154	AMULET
Registration Number:	2760370	CONTEMPRA
Registration Number:	4230097	MCINTOSH

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

**Email:** marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Ken Tan, Legal Assistant TRADEMARK

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SIGNATURE: /Marina Kelly, Thomson Reuters /	
DATE SIGNED:	04/14/2014

### **Total Attachments: 5**

source=Tab 53. Libbey - Trademark Release from BONY to World Tableware Inc (executed)#page1.tif source=Tab 53. Libbey - Trademark Release from BONY to World Tableware Inc (executed)#page2.tif source=Tab 53. Libbey - Trademark Release from BONY to World Tableware Inc (executed)#page3.tif source=Tab 53. Libbey - Trademark Release from BONY to World Tableware Inc (executed)#page4.tif source=Tab 53. Libbey - Trademark Release from BONY to World Tableware Inc (executed)#page5.tif

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.
Name of conveying party(ies):  The Bank of New York Mellon Trust Company, N.A., as Collateral Agent	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  No  Name: World Tableware Inc., as Grantor
Individual(s) ✓ Association   Partnership Limited Partnership   Corporation- State: Other   Other Other   Citizenship (see guidelines) USA   Additional names of conveying parties attached? Yes ☒ No   3. Nature of conveyance/Execution Date(s):   Execution Date(s) April 9, 2014   ☐ Assignment Merger   ☐ Security Agreement Change of Name   ☒ Other Release of Security Interest in Trademarks	Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship USA - DE  Other Citizenship  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 A. Trademark Application No.(s)  Text  C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s)  See Schedule A  Additional sheet(s) attached? Yes No
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Ken Tan, Legal Assistant	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	Authorized to be charged to deposit account Enclosed
City: New York	8. Payment Information:
State: New York Zip: 10005	
Phone Number: (212) 701-3804	Deposit Account Number
Docket Number: 35891.0308	Authorized User Name
Email Address: KTan@cahill.com	
9. Signature: Ken fuel fur	04/10/2014
Ken Tan  Name of Person Signing	Date  Total number of pages including cover sheet, attachments, and document:  5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Trademark Release</u>") is made as of April 9, 2014 from The Bank of New York Mellon Trust Company, N.A. as Collateral Agent (as defined below) on behalf of the holders of the Notes (as defined in the Pledge and Security Agreement (as defined below)) to World Tableware Inc., a Delaware corporation (the "<u>Grantor</u>").

WHEREAS, pursuant to an indenture dated May 18, 2012 (as amended, restated, supplemented or modified from time to time, the "Indenture"; terms used but not defined herein shall have the respective meanings given to them in the Indenture) among the Company, Libbey Inc., a Delaware corporation ("Holdings"), each Subsidiary Guarantor, 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 6.875% Senior Secured Notes due 2020 (together with any exchange notes and Additional Notes, the "Notes") pursuant to the Indenture.

WHEREAS, in connection with the Indenture, the Company and certain other subsidiaries of the Company (collectively, the "<u>Grantors</u>") have executed and delivered a Note Pledge and Security Agreement, dated as of May 18, 2012, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Pledge and Security Agreement</u>");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors 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 (as defined below); and

WHEREAS, in connection with the Pledge and Security Agreement, the Grantor executed that certain Grant of Security Interest in Trademark Rights, dated May 18, 2012 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>") pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Lenders, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on May 18, 2012 at Reel/Frame 4783/0986, in favor of the Collateral Agent;

WHEREAS, the Collateral Agent, now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, the Collateral Agent, and the Grantor hereby agree as follows:

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<u>SECTION 1</u>. <u>Trademark Collateral</u>. The term "<u>Trademark Collateral</u>," as used herein, shall mean:

- (a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith.
- <u>SECTION 2</u>. <u>Release of Security Interest</u>. The Collateral Agent, hereby terminates, releases and discharges its security interest in the Trademark Collateral. The Collateral Agent agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization necessary to effect the release of its security interest in the Trademark Collateral.
- <u>SECTION 3</u>. <u>Recordation</u>. The Collateral Agent, authorizes the recordation of this Trademark Release with the U.S. Patent and Trademark Office and any other applicable registry.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Release by its duly authorized officer as of the date first above written.

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

By:

Name:

Viichaei Countrymán

Title: VICE PRESIDEN

[Release of Security Interest in Trademarks - World Tableware Inc.]

## SCHEDULE A TRADEMARK COLLATERAL

# **U.S. Trademark Registrations and Applications**

**RECORDED: 04/14/2014** 

<u>Trademarks, Trade Names</u> and Service Marks	Registration Number	<u>Status</u>	<u>Date of</u> <u>Registration</u>	Expiration Date	Country
BRANDWARE	1,173,950	REGISTERED	10/20/81	10/20/11	USA
WORLD (STAINLESS STEEL FLATWARE)	994,264	REGISTERED	4/25/96	10/1/14	USA
WORLD (SILVER & PLATED TABLEWARE)	0,040,724	REGISTERED	7/7/03	7/7/13	USA
BB LOGO AND DESIGN	1,262,229	REGISTERED	12/27/83	12/27/13	USA
ULTIMA	1,180,217	REGISTERED	12/1/81	12/1/11	USA
SKOAL	2,721,149	REGISTERED	6/3/03	6/3/13	USA
AMULET	2,663,154	REGISTERED	12/17/02	12/17/12	USA
CONTEMPRA	2,760,370	REGISTERED	9/2/03	9/2/13	USA
MCINTOSH	4,230,097	REGISTERED	3/21/12	3/21/22	USA

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