

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLD TABLEWARE INC.		08/27/2015	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:	4721418	BB	
Registration Number:	4709658	TENACITY	
Registration Number:	4697120	BRANDWARE	
Registration Number:	4670942	CONTEMPRA	
Registration Number:	4626107	FARMHOUSE	
Registration Number:	4607014	ELEXA	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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:	08/28/2015		

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Total Attachments: 5

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

THIS THIRD AMENDMENT TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Amendment"), dated as of August 27, 2015, 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;

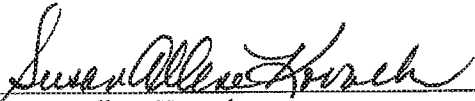
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

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: 
Name: Susan Allene Kovach
Title: Vice President, General Counsel and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

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

By: _____
Name: _____
Title: _____

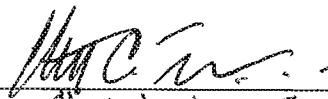
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

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. Tren _____
Title: Authorized Officer _____

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
BB	86211629	4721418	04/14/15	World Tableware Inc.
TENACITY	86304953	4709658	03/24/15	World Tableware Inc.
BRANDWARE	86184719	4697120	03/03/15	World Tableware Inc.
CONTEMPRA	86296293	4670942	01/13/15	World Tableware Inc.
FARMHOUSE	86067037	4626107	10/21/14	World Tableware Inc.
ELEXA	86041788	4607014	09/16/14	World Tableware Inc.