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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM453619

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LIBBEY GLASS INC.		12/07/2017	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		

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

Property Type	Number	Word Mark	
Registration Number:	5151516	GLASS MASTER	
Registration Number:	5142654	L	
Registration Number:	5142653	L LIBBEY	
Registration Number:	5121079	LIBBEY SIGNATURE	
Registration Number:	5106821	AMERICAN MADE LUXURY	
Registration Number:	5060537	CLEARFIRE	
Registration Number:	5012562	JUST INDULGE	
Registration Number:	4856891	PERFECT SIGNATURE	
Registration Number:	4852720	MASTER'S RESERVE	

### CORRESPONDENCE DATA

**Fax Number:** 3128637806

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.

**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

REEL: 006224 FRAME: 0178

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NAME OF SUBMITTER:	Nancy Brougher			
SIGNATURE:	/njb/			
DATE SIGNED:	12/07/2017			
Total Attachments: 5 source=Libbey Trademark Security Agreement#page1.tif source=Libbey Trademark Security Agreement#page2.tif source=Libbey Trademark Security Agreement#page3.tif				
source=Libbey Trademark Security Agreement#page4.tif source=Libbey Trademark Security Agreement#page5.tif				

TRADEMARK REEL: 006224 FRAME: 0179

# FOURTH AMENDMENT TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Amendment"), dated as of December 7, 2017, 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. <u>Schedules</u>. 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 <u>Schedule 1</u> attached hereto.
- 2. <u>Effect of Amendment</u>. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.
- 3. <u>Counterparts</u>. 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.

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4. <u>Governing Law.</u> 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.

[Signature page follows]

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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.

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

Name:

Signature Page to Fourth Amendment to Trademark Security Agreement (Libbey Glass)

SCHEDULE 1
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
GLASS MASTER	86211350	5151516	02/28/17	Libbey Glass Inc.
L	86745031	5142654	02/14/17	Libbey Glass Inc.
L LIBBEY	86745022	5142653	02/14/17	Libbey Glass Inc.
LIBBEY SIGNATURE	86919304	5121079	01/10/17	Libbey Glass Inc.
AMERICAN MADE LUXURY	86950267	5106821	12/20/16	Libbey Glass Inc.
CLEARFIRE	86675724	5060537	10/11/16	Libbey Glass Inc.
JUST INDULGE	86851961	5012562	08/02/16	Libbey Glass Inc.
PERFECT SIGNATURE	86509619	4856891	11/17/15	Libbey Glass Inc.
MASTER'S RESERVE	86529710	4852720	11/10/15	Libbey Glass Inc.

**RECORDED: 12/07/2017** 

TRADEMARK
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