

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		04/29/2020	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	1131831	DURATUFF	
Registration Number:	522529	SAFEDGE	
Registration Number:	2330497	PRISM	
Registration Number:	1173311	CHIVALRY	
Registration Number:	1178202	EMBASSY	
Registration Number:	1193209	FINEDGE	
Registration Number:	2663144	NOB HILL	
Registration Number:	2669061	CATALINA	
Registration Number:	2669104	QUANTUM	
Registration Number:	1224292	GIBRALTAR	
Registration Number:	2704223	GOVERNOR CLINTON	
Registration Number:	2709190	GIBRALTAR	
Registration Number:	1248379	BOLLA GRANDE	
Registration Number:	2764560	RESTAURANT BASICS	
Registration Number:	3687479	RESTAURANT SUPPLIES TO GO	
Registration Number:	2815596	VENUS	
Registration Number:	2025945	DAKOTA	
Registration Number:	2044121	STATUS	
Registration Number:	834728	LIBBEY	

OP \$1090.00 1131831

Property Type	Number	Word Mark
Registration Number:	651483	L
Registration Number:	849814	SHEER RIM
Registration Number:	1093807	FIESTA GRANDE
Registration Number:	2286310	LIBBEY.COM
Registration Number:	4146781	OMEGA
Registration Number:	4234810	BRIOSSA
Registration Number:	4273056	FIZZAZZ
Registration Number:	4251177	PUEBLA
Registration Number:	4269781	ALTITUDE
Registration Number:	4401762	GIBRALTAR TWIST
Registration Number:	4462652	SET FOR SUCCESS
Registration Number:	4667014	BRAVURA
Registration Number:	4667015	PERCEPTION
Registration Number:	4814841	INFINIUM
Registration Number:	4831847	OPTIVA
Registration Number:	5151516	GLASS MASTER
Registration Number:	4856891	PERFECT SIGNATURE
Registration Number:	4852720	MASTER'S RESERVE
Registration Number:	5060537	CLEARFIRE
Registration Number:	5142653	L LIBBEY
Registration Number:	5142654	L
Registration Number:	5012562	JUST INDULGE
Registration Number:	5121079	LIBBEY SIGNATURE
Registration Number:	5106821	AMERICAN MADE LUXURY

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	05/01/2020

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Citibank, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA
Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 29, 2020
 Assignment Merger
 Security Agreement Change of Name
 Other Assignment of Trademark Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cortland Capital Market Services LLC,
as Collateral Agent

Street Address: 225 W. Washington Street, 9th Floor

City: Chicago

State: IL

Country: USA Zip: 60606

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Limited Liability Company - Delaware, USA

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 identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 35891.864 (Libbey Glass)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

43

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

April 30, 2020

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **9**

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

**TRADEMARK SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of this 29th day of April, 2020, by CITIBANK, N.A., as the prior Collateral Agent (in such capacity, “Assignor”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as the current Collateral Agent (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is party to the Pledge and Security Agreement, dated as of April 9, 2014 (as amended by that certain Amendment, dated August 27, 2015, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among LIBBEY GLASS INC., a Delaware corporation (the “Grantor”), the other grantors party thereto and Assignor;

WHEREAS, pursuant to the Security Agreement and the TM Grant (as defined below), the Grantor has granted to Assignor a first lien security interest in, and a right of set off against, all of its right, title and interest in, to and under, inter alia, the Trademarks (including, without limitation, those items listed on Schedule I annexed hereto and made a part hereof) (collectively, the “Trademark Collateral”);

WHEREAS, that certain Grant of Security Interest in Trademark Rights (the “Original TM Grant”) made by the Grantor in favor of the Collateral Agent, with respect to the security interest granted by the Grantor under the Security Agreement in the Trademark Collateral, was recorded with the United States Patent and Trademark Office on April 15, 2014, on Reel No. 5260 / Frame No. 0500;

WHEREAS, the Original TM Grant was amended by that certain First Amendment to Grant of Security Interest in Trademark Rights (the “First Amendment”), made by the Grantor in favor of the Collateral Agent with respect to the security interest granted by the Grantor under the Security Agreement in the Trademark Collateral, and the First Amendment was recorded with the United States Patent and Trademark Office on December 6, 2017, on Reel No. 6221 / Frame No. 0702;

WHEREAS, the Original TM Grant was amended by that certain Second Amendment to Grant of Security Interest in Trademark Rights (the “Second Amendment”; the Original TM Grant as amended by the First Amendment and the Second Amendment, the “TM Grant”), made by the Grantor in favor of the Collateral Agent with respect to the security interest granted by the Grantor under the Security Agreement in the Trademark Collateral, and the Second Amendment was recorded with the United States Patent and Trademark Office on December 7, 2017, on Reel No. 6223 / Frame No. 0459;

WHEREAS, effective as of April 29, 2020, Assignor resigned as administrative agent under the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Agency Successor Agreement, dated as of April 29, 2020, among Assignor, Assignee, the Loan Parties and certain lenders under the Credit Agreement party thereto, Assignee has been assigned and has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the TM Grant, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the TM Grant, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantor. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.


ASSIGNOR:

CITIBANK, N.A., as the prior Collateral Agent

By

Name:

Title:



MATTHEW RAWLIN

DIRECTOR

ASSIGNEE:

CORTLAND CAPITAL MARKET SERVICES
LLC, as the current Collateral Agent

By

Name:

Title:

Signature Page to Trademark Security Interest Assignment Agreement (Libbey Glass Inc.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.


ASSIGNOR:

CITIBANK, N.A., as the prior Collateral Agent

By _____
Name: _____
Title: _____

ASSIGNEE:

CORTLAND CAPITAL MARKET SERVICES
LLC, as the current Collateral Agent

By  _____
Name: Jon Kirschmeier
Title: Associate Counsel

ACKNOWLEDGED AND AGREED:

LIBBEY GLASS INC.

By Michael P. Bauer
Name: Michael P. Bauer
Title: Chief Executive Officer

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

LIBBEY GLASS INC.
(Delaware corporation)

U.S. Trademarks and Trademark Applications

Citibank, N.A. trademark security interest recorded at Reel 5260 / Frame 0500

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	DURATUFF	73188867	10/10/1978	1131831	03/11/1980
2.	SAFEDGE	71539840	07/15/1947	522529	03/21/1950
3.	PRISM (GLASSWARE)	75194303	10/22/1996	2330497	03/21/2000
4.	CHIVALRY	73260123	4/28/1980	1173311	10/13/1981
5.	EMBASSY	73260122	04/28/1980	1178202	11/17/1981
6.	FINEDGE	73259926	04/28/1980	1193209	04/06/1982
7.	NOB HILL	76388641	03/27/2002	2663144	12/17/2002
8.	CATALINA	76390206	03/29/2002	2669061	12/31/2002
9.	QUANTUM (FLATWARE)	76394802	04/12/2002	2669104	12/31/2002
10.	GIBRALTAR	73259925	04/28/1980	1224292	01/18/1983
11.	GOVERNOR CLINTON	76390203	03/29/2002	2704223	04/08/2003
12.	GIBRALTAR (FLATWARE)	76425497	06/25/2002	2709190	04/22/2003
13.	BOLLA GRANDE	73260101	04/28/1980	1248379	08/16/1983
14.	RESTAURANT BASICS (GLASSWARE)	75723944	06/08/1999	2764560	09/16/2003
15.	RESTAURANT SUPPLIES TO GO	78586296	03/14/2005	3687479	09/22/2009
16.	VENUS	76434968	07/25/2002	2815596	02/17/2004
17.	DAKOTA	74616403	12/29/1994	2025945	12/24/1996
18.	STATUS	74521727	05/02/1994	2044121	03/11/1997
19.	LIBBEY	72243890	04/20/1966	834728	09/05/1967



	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
20.	L IN CIRCLE	72014356	08/21/1956	651483	09/10/1957
21.	SHEER RIM AND DESIGN	72257264	10/26/1966	849814	05/28/1968
22.	FIESTA GRANDE	73124600	04/28/1977	1093807	06/20/1978
23.	LIBBEY.COM	75367875	10/03/1997	2286310	10/12/1999
24.	OMEGA	85479741	11/23/2011	4146781	05/22/2012
25.	BRIOSSA	85337442	06/03/2011	4234810	10/30/2012
26.	FIZZAZZ	85424819	09/16/2011	4273056	01/08/2013
27.	PUEBLA	85424874	09/16/2011	4251177	11/27/2012
28.	ALTITUDE	85570722	05/15/2012	4269781	01/01/2013
29.	GIBRALTAR TWIST	85781412	11/16/2012	4401762	09/10/2013
30.	SET FOR SUCCESS	85945174	05/29/2013	4462652	01/07/2014

Citibank, N.A. trademark security agreement (First Amendment) recorded at Reel 6221 / Frame 0702

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	BRAVURA	86293018	05/28/2014	4667014	01/06/2015
2.	PERCEPTION	86293032	05/28/2014	4667015	01/06/2015
3.	INFINIUM	86475371	12/09/2014	4814841	09/15/2015
4.	OPTIVA	86560085	03/11/2015	4831847	10/13/2015

Citibank, N.A. trademark security agreement (Second Amendment) recorded at Reel 6223 / Frame 0459

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	GLASS MASTER	86211350	03/05/2014	5151516	02/28/2017
2.	PERFECT SIGNATURE	86509619	01/21/2015	4856891	11/17/2015
3.	MASTER'S RESERVE	86529710	02/10/2015	4852720	11/10/2015
4.	CLEARFIRE	86675724	06/16/2015	5060537	10/11/2016

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
5.	LIBBEY & Design 	86745022	09/02/2015	5142653	02/14/2017
6.	L & Design 	86745031	09/02/2015	5142654	02/14/2017
7.	JUST INDULGE	86851961	12/17/2015	5012562	08/02/2016
8.	LIBBEY SIGNATURE	86919304	02/25/2016	5121079	01/10/2017
9.	AMERICAN MADE LUXURY	86950267	03/23/2016	5106821	12/20/2016