

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574455

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: 20			
Property Type	Number	Word Mark	
Registration Number:	2669056	CAFE ROYAL	
Registration Number:	2826208	REPETITION	
Registration Number:	1292327	CASABLANCA	
Registration Number:	2881207	CANTINA	
Registration Number:	1336722	CINNAMON	
Registration Number:	104744	SYRACUSE	
Registration Number:	798393	SYRALITE	
Registration Number:	1026786	KING'S INN	
Registration Number:	1394111	PATRICIAN	
Registration Number:	1394908	OYSTER BAY	
Registration Number:	1395741	ARDEN	
Registration Number:	1395740	MONTLYNN	
Registration Number:	1395739	OAKTON	
Registration Number:	1055595	MESA GRANDE	
Registration Number:	2137547	CANTINA	
Registration Number:	3393370	SLENDA	
Registration Number:	3670425	TANGULAR	
Registration Number:	3962821	RESONATE	
Registration Number:	3105850	ESQUIRE	

OP \$515.00 2669056

Property Type	Number	Word Mark
Registration Number:	4539303	OCEAN SHORE

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
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	05/01/2020
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Total Attachments: 8

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**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 SYRACUSE CHINA COMPANY, 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. 0521;

WHEREAS, the Original TM Grant was amended by that certain First Amendment to Grant of Security Interest in Trademark Rights (the "First Amendment"; the Original TM Grant as amended by the First 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 First Amendment was recorded with the United States Patent and Trademark Office on December 6, 2017, on Reel No. 6221 / Frame No. 0715;

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.

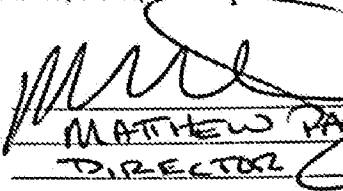
5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail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

ASSIGNEE:

CORTLAND CAPITAL MARKET SERVICES
LLC, as the current Collateral Agent

By _____
Name: _____
Title: _____

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:

SYRACUSE CHINA COMPANY

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

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

**SYRACUSE CHINA COMPANY
(Delaware corporation)**

U.S. Trademarks and Trademark Applications

Citibank, N.A. trademark security interest recorded at Reel 5260 / Frame 0521

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	CAFÉ ROYAL	76390165	04/01/2002	2669056	12/31/2002
2.	REPETITION	76486090	01/27/2003	2826208	03/23/2004
3.	CASABLANCA	73232595	09/24/1979	1292327	08/28/1984
4.	CANTINA (FLATWARE)	76549685	09/22/2003	2881207	09/07/2004
5.	CINNAMON	73490569	07/19/1984	1336722	05/21/1985
6.	SYRACUSE	71083125	12/07/1914	104744	06/15/1915
7.	SYRALITE	72205604	11/05/1964	798393	11/02/1965
8.	KING'S INN	73021650	05/16/1974	1026786	12/09/1975
9.	PATRICIAN	73562641	10/10/1985	1394111	05/20/1986
10.	OYSTER BAY	73562644	10/10/1985	1394908	05/27/1986
11.	ARDEN	73562645	10/10/1985	1395741	06/03/1986
12.	MONTLYNN	73562642	10/10/1985	1395740	06/03/1986
13.	OAKTON	73562639	10/10/1985	1395739	06/03/1986
14.	MESA GRANDE	73064217	09/26/1975	1055595	01/04/1977
15.	CANTINA	75291314	05/13/1997	2137547	02/17/1998
16.	SLENDA	78922665	07/05/2006	3393370	05/04/2008
17.	TANGULAR	77456603	04/24/2008	3670425	08/18/2009
18.	RESONATE	77907591	01/08/2010	3962821	05/17/2011
19.	ESQUIRE (FLATWARE)	78299758	09/12/2003	3105850	06/20/2006

Citibank, N.A. trademark security agreement (First Amendment) recorded at Reel 6221 / Frame 0715

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	OCEAN SHORE	85852726	02/18/2013	4539303	05/17/2014