

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575095

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Third Amendment to Grant of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Libbey Glass Inc.		04/29/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC, as collateral agent		
<b>Street Address:</b>	225 W. Washington Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5699090	ADULTING	
<b>Registration Number:</b>	5597610	PROLOGUE	
<b>Registration Number:</b>	5969291	CLEARFIRE	
<b>Registration Number:</b>	5397197	URBAN STORY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128366337		
<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>			
<b>Phone:</b>	2128367319		
<b>Email:</b>	paul.somelofske@arnoldporter.com		
<b>Correspondent Name:</b>	Paul J. Somelofske		
<b>Address Line 1:</b>	c/o Arnold & Porter Kaye Scholer LLP		
<b>Address Line 2:</b>	250 West 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10019-9710		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		
<b>SIGNATURE:</b>	/Paul J. Somelofske/		
<b>DATE SIGNED:</b>	05/06/2020		
<b>Total Attachments: 5</b>			

OP \$115.00 5699090

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**THIRD AMENDMENT TO  
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This THIRD AMENDMENT TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Amendment"), effective as of April 29, 2020, is made to that certain Grant of Security Interest in Trademark Rights dated as of April 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") made by LIBBEY GLASS INC., a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Borrower"), in favor of Cortland Capital Market Services LLC, as collateral agent (the "Agent"), on behalf of the Senior Credit Parties (as defined in the Credit Agreement (as defined below)), pursuant to the Senior Secured Credit Agreement, dated as of April 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Libbey Inc., a Delaware corporation ("Holdings"), the Agent, Cortland Capital Market Services LLC, as administrative agent for the Lenders, and the Lenders party thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and any subsidiaries that become a party thereto, have executed and delivered a Pledge and Security Agreement, dated as of April 9, 2014, 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 Borrower pledged and granted to the Agent for the benefit of the Agent and the Senior Credit Parties a continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, in furtherance of the foregoing, the Borrower and the Agent entered into the Agreement;

WHEREAS, since the date of the Borrower's execution of the Agreement, the Borrower 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 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 Agreement as follows:

1. Schedules. Schedule A to the 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 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.

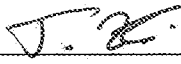
IN WITNESS WHEREOF, Borrower and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

LIBBEY GLASS INC.

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

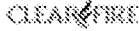
IN WITNESS WHEREOF, Borrower and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

CORTLAND CAPITAL MARKET SERVICES  
LLC, as Agent

By:   
Name: Jon Kirschmeier  
Title: Associate Counsel

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Trademark	Reg. No.	Status	Reg. Date	Renewal Date	Jurisdiction
ADULTING	5699090	REGISTERED	3/12/19	3/12/29	USA
PROLOGUE	5597610	REGISTERED	10/30/18	10/30/28	USA
CLEARFIRE and Design 	5969291	REGISTERED	1/21/20	1/21/30	USA
URBAN STORY	5397197	REGISTERED	2/6/18	2/6/28	USA