

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Amendment to Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Tableware Inc.		04/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as collateral agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5897930	MASTER'S GAUGE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2128367319		
Email:	paul.somelofske@arnoldporter.com		
Correspondent Name:	Paul J. Somelofske		
Address Line 1:	c/o Arnold & Porter Kaye Scholer LLP		
Address Line 2:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	05/06/2020		
Total Attachments: 5			
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OP \$40.00 5897930

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

This 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 WORLD TABLEWARE INC., a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Grantor"), 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 Libbey Glass Inc., a Delaware corporation (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 Grantor, 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 Grantor 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 Grantor and the Agent entered into the Agreement;

WHEREAS, since the date of Borrower's execution of the Agreement, the Company has acquired interests in an additional trademark (the "New Trademark"); and

WHEREAS, in accordance with the Pledge and Security Agreement, the parties agree to amend the Agreement to confirm the inclusion of such New Trademark.

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 Trademark 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, 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: _____

Michael P. Bauer

Name: Michael P. Bauer

Title: Chief Executive Officer

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.

CORTLAND CAPITAL MARKET SERVICES
LLC, as Agent

By: J. K.

Name: Jon Kirschmeier

Title: Associate Counsel

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Reg. No.	Status	Reg. Date	Renewal Date	Jurisdiction
MASTER'S GAUGE	5897930	REGISTERED	10/29/19	10/29/29	USA