

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B.V. KONINKLIJKE NEDERLANDSCHE GLASFABRIEK LEERDAM		06/18/2020	Private Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	J.P. MORGAN EUROPE LIMITED, as European Collateral Agent		
Street Address:	25 Bank Street, Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5JP		
Entity Type:	COMPANY ORGANIZED UNDER THE LAWS OF ENGLAND AND WALES: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5981138	GLASSOLOGY	
Registration Number:	2604930	ROYAL LEERDAM	
Registration Number:	2937638	ROYAL LEERDAM	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.165		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	06/18/2020		

OP \$90.00 5981138

Total Attachments: 5

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 18, 2020 is made by B.V. KONINKLIJKE NEDERLANDSCHE GLASFABRIEK LEERDAM, a Netherlands private company, located at Lingedijk 8, 4142LD Leerdam, the Netherlands (the "Grantor"), in favor of J.P. MORGAN EUROPE LIMITED, as European Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") parties to the Debtor-In-Possession Credit Agreement, dated as of June 3, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LIBBEY GLASS INC. (the "US Borrower") and 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 JPMORGAN CHASE BANK, N.A., a national banking association, as an administrative agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrowers have executed and delivered that certain Dutch Security Agreement dated as of June 3, 2020, in favor of the Agent (the "Dutch Security Agreement");

WHEREAS, pursuant to the Dutch Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all IP Rights (as defined in the Dutch Security Agreement), including, without limitation, any present and future trademarks and any request or application to any trademark;

WHEREAS, Grantor and certain other subsidiaries have also executed and delivered that certain Deed of Pledges of Intellectual Property Rights, originally dated as of June 16, 2006 (as amended and/or restated from time to time), in favor of the Agent (the "Deed of Pledges") pursuant to which the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all IP Rights (as defined in the Deed of Pledges), including, without limitation, all Trademarks (as defined in the Deed of Pledges), and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the

meanings provided or provided by reference in the Credit Agreement or the Dutch Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under all IP Rights, including, without limitation, any and all present and future trademarks and any request or application to any trademark, whether registered or unregistered, in any jurisdiction (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Secured Obligations and the Existing Secured Obligations.

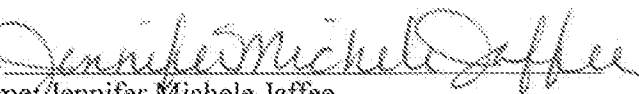
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Dutch Security Agreement and the Deed of Pledges and is expressly subject to the terms and conditions thereof. The Dutch Security Agreement and the Deed of Pledges (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement, the Dutch Security Agreement and the Deed of Pledges, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Dutch Security Agreement or Deed of Pledges, the terms of the Dutch Security Agreement or the Deed of Pledges, as applicable, shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same origin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first set forth above.

B.V. KONINKLIJKE NEDERLANDSCHE
GLASFABRIEK LEERDAM,
as Grantor


By: 
Name: Jennifer Michele Jaffee
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first set forth above.

B.V. KONINKLIJKE NEDERLANDSCHE
GLASFABRIEK LEERDAM,
as Grantor

By: _____
Name:
Title:

J.P. MORGAN EUROPE LIMITED,
as European Collateral Agent for the Lenders

By:  _____
Name: Matthew Sparkes
Title: Authorized Signatory

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
GLASSOLOGY	88346396	REGISTERED	5981138	02/11/20
ROYAL LEERDAM	78050198	REGISTERED	2604930	08/06/02
ROYAL LEERDAM	78135890	REGISTERED	2937638	04/05/05