

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594701

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS
RESUBMIT DOCUMENT ID:	900554906

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B.V. Koninklijke Nederlandsche Glasfabriek Leerdam		06/19/2020	Company:

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 West Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	88346396	GLASSOLOGY
Serial Number:	78050198	ROYAL LEERDAM
Serial Number:	78135890	ROYAL LEERDAM

CORRESPONDENCE DATA

Fax Number: 2128366590

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: 2128367793

Email: Stivens.Ovalle@arnoldporter.com

Correspondent Name: Stivens Ovalle c/o Arnold & Porter

Address Line 1: 250 West 55th Street

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Stivens Ovalle
SIGNATURE:	/s/ Stivens Ovalle
DATE SIGNED:	08/28/2020

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 19, 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 CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") parties to the Superpriority Secured 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 "Borrower"), LIBBEY INC., as Holdings, the other Loan Parties party thereto (as defined in the Credit Agreement), the Lenders, and CORTLAND CAPITAL MARKET SERVICES LLC, as administrative agent and as Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower 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 Borrower 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, the Lenders, and the other Secured Parties 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; 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 Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent, the Lenders, and the other Secured Parties, 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, the Lenders, and the other Secured Parties to secure payment, performance and observance of the 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 is expressly subject to the terms and conditions thereof. The Dutch Security Agreement (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 and the Dutch Security Agreement, 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, the terms of the Dutch Security Agreement 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

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By 
Name: Winnalynn N. Kantaris
Title: Associate General Counsel

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