

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608671

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
World Tableware Inc.		11/13/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MUFG Union Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	445 South Figueroa Street		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0040724	WORLD	
<b>Registration Number:</b>	0994264	WORLD	
<b>Registration Number:</b>	1173950	BRANDWARE	
<b>Registration Number:</b>	1180217	ULTIMA	
<b>Registration Number:</b>	1262229	BB	
<b>Registration Number:</b>	2663154	AMULET	
<b>Registration Number:</b>	2721149	SKOAL	
<b>Registration Number:</b>	2760370	CONTEMPRA	
<b>Registration Number:</b>	4269557	SOLARIO	
<b>Registration Number:</b>	4230097	MCINTOSH	
<b>Registration Number:</b>	4460186	BANQUET TREE	
<b>Registration Number:</b>	4523107	STOCKYARD	
<b>Registration Number:</b>	4539302	POTTER'S TOUCH	
<b>Registration Number:</b>	4523108	FARMHOUSE	
<b>Registration Number:</b>	4523109	MONORAIL	
<b>Registration Number:</b>	4607014	ELEXA	
<b>Registration Number:</b>	4626107	FARMHOUSE	
<b>Registration Number:</b>	4697120	BRANDWARE	
<b>Registration Number:</b>	4721418	BB	

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Property Type	Number	Word Mark
Registration Number:	4670942	CONTEMPRA
Registration Number:	4709658	TENACITY
Registration Number:	5459028	WORLD
Registration Number:	5897930	MASTER'S GAUGE

**CORRESPONDENCE DATA**

**Fax Number:** 6173417701

*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:** 617-951-8132

**Email:** linda.salera@morganlewis.com

**Correspondent Name:** Linda A. Salera, Senior Paralegal

**Address Line 1:** One Federal Street

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
<b>SIGNATURE:</b>	/Linda A. Salera/
<b>DATE SIGNED:</b>	11/13/2020

**Total Attachments: 6**

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of November 13, 2020, is made by WORLD TABLEWARE INC., a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the “Grantor”), in favor of MUFG Union Bank, N.A., a national banking association (“MUFG Union Bank”), as collateral agent (in such capacity, the “Collateral Agent”) on behalf of the Secured Parties (as defined in the Credit Agreement (as defined below)) pursuant to (i) the Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Libbey Glass LLC, a Delaware limited liability company (“Libbey USA”), Libbey Europe B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“Libbey Netherlands”, and together with Libbey USA, collectively, the “Borrowers”), LG Acquirer Holdco Inc., a Delaware corporation (“Holdings”), the Subsidiaries of the Borrowers party thereto from time to time as Guarantors, the financial institutions or entities party thereto from time to time as Lenders, Collateral Agent and MUFG Union Bank as LC Issuer and Administrative Agent and (ii) the Pledge and Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings, Libbey USA and any subsidiaries that become a party thereto, have executed and delivered a Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor pledged, collaterally assigned and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; 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 Collateral Agent to enter into the Credit Agreement and the Lenders to make loans, the Grantor agrees, for the benefit of the Collateral Agent and the 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 Pledge and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, collaterally assigns and grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure the prompt and complete payment and performance and observance of the Secured Obligations when due (whether at stated maturity, by acceleration or otherwise). Notwithstanding the foregoing and for the avoidance of doubt, the Collateral shall not include any Excluded Collateral (including any applications to register Trademarks on the basis of any Grantor's "intent to use" such marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted).

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 Secured Parties in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together, shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

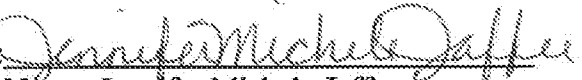
SECTION 6. Governing Law. This Agreement, unless otherwise specified by the terms hereof or thereof or unless the laws of another jurisdiction may, by reason of mandatory provisions of law, govern the perfection, priority, or enforcement of security interests in the collateral, shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles or other rule of law which would cause the application of the law of any jurisdiction other than the law of the State of New York (but giving effect to federal laws relating to national banks).

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have executed this Security Agreement as of the date first above written.

**GRANTOR:**

**WORLD TABLEWARE INC.**

By: 

Name: Jennifer Michele Jaffee

Title: Senior Vice President, General Counsel  
and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007105 FRAME: 0880**

**MUFG UNION BANK, N.A.**, as Collateral Agent

By:   
Name: John McDevitt  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007105 FRAME: 0881**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	WORLD	70040724	05/08/1903	0040724	07/07/1903
2.	WORLD	73006744	11/19/1973	0994264	10/01/1974
3.	BRANDWARE	73207440	03/15/1979	1173950	10/20/1981
4.	ULTIMA	73211092	04/09/1979	1180217	12/01/1981
5.	BB Design 	73288410	12/04/1980	1262229	12/27/1983
6.	AMULET	76390168	04/01/2002	2663154	12/17/2002
7.	SKOAL	76434970	07/25/2002	2721149	06/03/2003
8.	CONTEMPRA	78126744	05/07/2002	2760370	09/02/2003
9.	SOLARIO	85487197	12/05/2011	4269557	01/01/2013
10.	MCINTOSH	85575269	03/21/2012	4230097	10/23/2012
11.	BANQUET TREE	85852639	02/18/2013	4460186	12/31/2013
12.	STOCKYARD	85852654	02/18/2013	4523107	04/29/2014
13.	POTTER'S TOUCH	85852676	02/18/2013	4539302	05/27/2014
14.	FARMHOUSE	85852694	02/18/2013	4523108	04/29/2014
15.	MONORAIL	85852715	02/18/2013	4523109	04/29/2014
16.	ELEXA	86041788	08/19/2013	4607014	09/16/2014
17.	FARMHOUSE	86067037	09/17/2013	4626107	10/21/2014
18.	BRANDWARE	86184719	02/05/2014	4697120	03/03/2015
19.	BB Design 	86211629	03/05/2014	4721418	04/14/2015
20.	CONTEMPRA	86296293	05/30/2014	4670942	01/13/2015
21.	TENACITY	86304953	06/10/2014	4709658	03/24/2015

	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
22.	WORLD	87630371	10/02/2017	5459028	05/01/2018
23.	MASTER'S GAUGE	87795940	02/13/2018	5897930	10/29/2019

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