

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608688

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest in Trademark Rights	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Libbey Glass LLC		11/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A., as Collateral Agent		
Street Address:	445 South Figueroa Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	1131831	DURATUFF	
Registration Number:	0522529	SAFEDGE	
Registration Number:	2330497	PRISM	
Registration Number:	1173311	CHIVALRY	
Registration Number:	1178202	EMBASSY	
Registration Number:	1193209	FINEDGE	
Registration Number:	2663144	NOB HILL	
Registration Number:	2669061	CATALINA	
Registration Number:	2669104	QUANTUM	
Registration Number:	1224292	GIBRALTAR	
Registration Number:	2704223	GOVERNOR CLINTON	
Registration Number:	2709190	GIBRALTAR	
Registration Number:	1248379	BOLLA GRANDE	
Registration Number:	2764560	RESTAURANT BASICS	
Registration Number:	2815596	VENUS	
Registration Number:	2025945	DAKOTA	
Registration Number:	0834728	LIBBEY	
Registration Number:	0651483	L	
Registration Number:	0849814	SHEER RIM	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1093807	FIESTA GRANDE
Registration Number:	2286310	LIBBEY.COM
Registration Number:	4146781	OMEGA
Registration Number:	4234810	BRIOSSA
Registration Number:	4273056	FIZZAZZ
Registration Number:	4251177	PUEBLA
Registration Number:	4269781	ALTITUDE
Registration Number:	4401762	GIBRALTAR TWIST
Registration Number:	4667014	BRAVURA
Registration Number:	4667015	PERCEPTION
Registration Number:	4814841	INFINIUM
Registration Number:	4831847	OPTIVA
Registration Number:	5151516	GLASS MASTER
Registration Number:	4856891	PERFECT SIGNATURE
Registration Number:	4852720	MASTER'S RESERVE
Registration Number:	5060537	CLEARFIRE
Registration Number:	5142653	L LIBBEY
Registration Number:	5142654	L
Registration Number:	5012562	JUST INDULGE
Registration Number:	5121079	LIBBEY SIGNATURE
Registration Number:	5106821	AMERICAN MADE LUXURY
Registration Number:	5699090	ADULTING
Registration Number:	5597610	PROLOGUE
Registration Number:	5969291	CLEARFIRE
Registration Number:	5397197	URBAN STORY

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

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 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 LIBBEY GLASS LLC, a Delaware limited liability company, 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 the Grantor, 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 the Grantor, 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, the Collateral Agent and MUFG Union Bank as LC Issuer and Administrative Agent and (ii) the Pledge and Security Agreement (as defined below).

W I T N E S S E T H:

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 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:

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.
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)

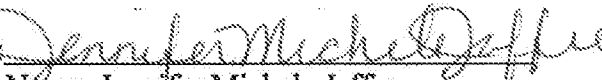
(collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure the prompt and complete payment and performance of the Secured Obligations when due (whether at stated maturity, by acceleration or otherwise). Notwithstanding the foregoing and for the avoidance 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).

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.
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.
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.
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).

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

GRANTOR:

LIBBEY GLASS LLC

By: 

Name: Jennifer Michele Jaffee

Title: Senior Vice President, General Counsel
and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007106 FRAME: 0136

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

By:  _____

Name: John McDevitt

Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007106 FRAME: 0137

SCHEDULE A

U.S. Trademark Registrations and Applications

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	DURATUFF	73188867	10/10/1978	1131831	03/11/1980
2.	SAFEDGE	71539840	07/15/1947	522529	03/21/1950
3.	PRISM (GLASSWARE)	75194303	10/22/1996	2330497	03/21/2000
4.	CHIVALRY	73260123	4/28/1980	1173311	10/13/1981
5.	EMBASSY	73260122	04/28/1980	1178202	11/17/1981
6.	FINEDGE	73259926	04/28/1980	1193209	04/06/1982
7.	NOB HILL	76388641	03/27/2002	2663144	12/17/2002
8.	CATALINA	76390206	03/29/2002	2669061	12/31/2002
9.	QUANTUM (FLATWARE)	76394802	04/12/2002	2669104	12/31/2002
10.	GIBRALTAR	73259925	04/28/1980	1224292	01/18/1983
11.	GOVERNOR CLINTON	76390203	03/29/2002	2704223	04/08/2003
12.	GIBRALTAR (FLATWARE)	76425497	06/25/2002	2709190	04/22/2003
13.	BOLLA GRANDE	73260101	04/28/1980	1248379	08/16/1983
14.	RESTAURANT BASICS (GLASSWARE)	75723944	06/08/1999	2764560	09/16/2003
15.	VENUS	76434968	07/25/2002	2815596	02/17/2004
16.	DAKOTA	74616403	12/29/1994	2025945	12/24/1996
17.	LIBBEY	72243890	04/20/1966	834728	09/05/1967
18.	L IN CIRCLE	72014356	08/21/1956	651483	09/10/1957
19.	SHEER RIM AND DESIGN	72257264	10/26/1966	849814	05/28/1968
20.	FIESTA GRANDE	73124600	04/28/1977	1093807	06/20/1978
21.	LIBBEY.COM	75367875	10/03/1997	2286310	10/12/1999
22.	OMEGA	85479741	11/23/2011	4146781	05/22/2012
23.	BRIOSSA	85337442	06/03/2011	4234810	10/30/2012
24.	FIZAZZ	85424819	09/16/2011	4273056	01/08/2013
25.	PUEBLA	85424874	09/16/2011	4251177	11/27/2012

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
26.	ALTITUDE	85570722	05/15/2012	4269781	01/01/2013
27.	GIBRALTAR TWIST	85781412	11/16/2012	4401762	09/10/2013
28.	BRAVURA	86293018	05/28/2014	4667014	01/06/2015
29.	PERCEPTION	86293032	05/28/2014	4667015	01/06/2015
30.	INFINIUM	86475371	12/09/2014	4814841	09/15/2015
31.	OPTIVA	86560085	03/11/2015	4831847	10/13/2015
32.	GLASS MASTER	86211350	03/05/2014	5151516	02/28/2017
33.	PERFECT SIGNATURE	86509619	01/21/2015	4856891	11/17/2015
34.	MASTER'S RESERVE	86529710	02/10/2015	4852720	11/10/2015
35.	CLEARFIRE	86675724	06/16/2015	5060537	10/11/2016
36.	LIBBEY & Design 	86745022	09/02/2015	5142653	02/14/2017
37.	L & Design 	86745031	09/02/2015	5142654	02/14/2017
38.	JUST INDULGE	86851961	12/17/2015	5012562	08/02/2016
39.	LIBBEY SIGNATURE	86919304	02/25/2016	5121079	01/10/2017
40.	AMERICAN MADE LUXURY	86950267	03/23/2016	5106821	12/20/2016
41.	ADULTING	87831632	03/13/2018	5699090	3/12/2019
42.	PROLOGUE	87831502	03/13/2018	5597610	10/30/2018
43.	CLEARFIRE and Design 	88454608	03/13/2019	5969291	01/21/2020
44.	URBAN STORY	87064451	6/8/2016	5397197	02/06/2018