

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYRACUSE CHINA COMPANY		11/13/2020	Corporation:
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W. Washington Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	76390165	CAFE ROYAL	
Serial Number:	76486090	REPETITION	
Serial Number:	73232595	CASABLANCA	
Serial Number:	76549685	CANTINA	
Serial Number:	71083125	SYRACUSE	
Serial Number:	75291314	CANTINA	
Serial Number:	78922665	SLEND A	
Serial Number:	77907591	RESONATE	
Serial Number:	78299758	ESQUIRE	
Serial Number:	85852726	OCEAN SHORE	
CORRESPONDENCE DATA			
Fax Number:	2029425999		
<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:	212-836-7462		
Email:	Bryan.Kim@arnoldporter.com		
Correspondent Name:	Bryan H. Kim		
Address Line 1:	601 Massachusetts Ave., NW		
Address Line 2:	Arnold & Porter		

CH \$265.00 76390165

Address Line 4:	Washington, D.C. 20001-3743
NAME OF SUBMITTER:	Bryan H. Kim
SIGNATURE:	/Bryan H. Kim/
DATE SIGNED:	11/16/2020
Total Attachments: 5 source=Libbey - Trademark Security Agreement (Syracuse China, Exit Facility) (Executed)_ (US_168905755_1)#page1.tif source=Libbey - Trademark Security Agreement (Syracuse China, Exit Facility) (Executed)_ (US_168905755_1)#page2.tif source=Libbey - Trademark Security Agreement (Syracuse China, Exit Facility) (Executed)_ (US_168905755_1)#page3.tif source=Libbey - Trademark Security Agreement (Syracuse China, Exit Facility) (Executed)_ (US_168905755_1)#page4.tif source=Libbey - Trademark Security Agreement (Syracuse China, Exit Facility) (Executed)_ (US_168905755_1)#page5.tif	

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 SYRACUSE CHINA COMPANY, a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the “Grantor”), in favor of Alter Domus (US) LLC, as collateral agent (in such capacity, the “Collateral Agent”) on behalf of the Senior Credit Parties (as defined in the Credit Agreement (as defined below)) pursuant to the Term Loan Credit 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 (the “Borrower”), LG Acquirer Holdco Inc., a Delaware corporation (“Holdings”), the Collateral Agent, Alter Domus (US) LLC, as administrative agent for the Lenders, and the Lenders party thereto and 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 Borrower upon the terms and subject to the conditions set forth therein;

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 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 Senior Credit 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 Senior Credit 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 and the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, collaterally assigns and grants a continuing 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 Senior Credit 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).

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 Senior Credit 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 Senior Credit 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 Senior Credit 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 counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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 written above.

SYRACUSE CHINA COMPANY
as Grantor

By: Jennifer Michele Jaffee
Name: Jennifer Michele Jaffee
Title: Senior Vice President, General Counsel and
Secretary

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

ALTER DOMUS (US) LLC as Collateral Agent

By: 

Name:

Title:

Winnalynn N. Kantaris
Associate General Counsel

[Grant of Security Interest in Trademark Rights (Syracuse China Company)]

SCHEDULE A

U.S. Trademark Registrations and Applications

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	CAFÉ ROYAL	76390165	04/01/2002	2669056	12/31/2002
2.	REPETITION	76486090	01/27/2003	2826208	03/23/2004
3.	CASABLANCA	73232595	09/24/1979	1292327	08/28/1984
4.	CANTINA (FLATWARE)	76549685	09/22/2003	2881207	09/07/2004
5.	SYRACUSE	71083125	12/07/1914	0104744	06/15/1915
6.	CANTINA	75291314	05/13/1997	2137547	02/17/1998
7.	SLENDA	78922665	07/05/2006	3393370	05/04/2008
8.	RESONATE	77907591	01/08/2010	3962821	05/17/2011
9.	ESQUIRE (FLATWARE)	78299758	09/12/2003	3105850	06/20/2006
10.	OCEAN SHORE	85852726	02/18/2013	4539303	05/17/2014