

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLD TABLEWARE INC.		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: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	70040724	WORLD	
Serial Number:	73006744	WORLD	
Serial Number:	73207440	BRANDWARE	
Serial Number:	73211092	ULTIMA	
Serial Number:	73288410	BB	
Serial Number:	76390168	AMULET	
Serial Number:	76434970	SKOAL	
Serial Number:	78126744	CONTEMPRA	
Serial Number:	85487197	SOLARIO	
Serial Number:	85575269	MCINTOSH	
Serial Number:	85852639	BANQUET TREE	
Serial Number:	85852654	STOCKYARD	
Serial Number:	85852676	POTTER'S TOUCH	
Serial Number:	85852694	FARMHOUSE	
Serial Number:	85852715	MONORAIL	
Serial Number:	86041788	ELEXA	
Serial Number:	86067037	FARMHOUSE	
Serial Number:	86184719	BRANDWARE	
Serial Number:	86211629	BB	

CH \$590.00 70040724

Property Type	Number	Word Mark
Serial Number:	86296293	CONTEMPRA
Serial Number:	86304953	TENACITY
Serial Number:	87630371	WORLD
Serial Number:	87795940	MASTER'S GAUGE

CORRESPONDENCE DATA

Fax Number: 2029425999
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: 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
Address Line 4: Washington, D.C. 20001-3743

ATTORNEY DOCKET NUMBER:	1103477.00002
NAME OF SUBMITTER:	Bryan H. Kim
SIGNATURE:	/Bryan H. Kim/
DATE SIGNED:	11/16/2020

Total Attachments: 6

- source=Libbey - Trademark Security Agreement (World Tableware, Exit Facility) (Executed)_ (US_168905756_1)#page1.tif
- source=Libbey - Trademark Security Agreement (World Tableware, Exit Facility) (Executed)_ (US_168905756_1)#page2.tif
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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 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 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 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 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.

WORLD TABLEWARE INC.
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 (World Tableware Inc.)]

TRADEMARK
REEL: 007107 FRAME: 0868

SCHEDULE A

U.S. Trademark Registrations and Applications

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
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

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