

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Libbey Glass LLC		11/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as collateral agent		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6853300	L LIBBEY FOR MAKERS BY MAKERS	
Serial Number:	97286907	RESERVE BY LIBBEY	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	2128367319		
Email:	paul.somelofske@arnoldporter.com		
Correspondent Name:	Paul J. Somelofske		
Address Line 1:	c/o Arnold & Porter Kaye Scholer LLP		
Address Line 2:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	11/22/2022		
Total Attachments: 5			
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SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Supplemental Agreement”), effective as of November 22, 2022, is made by LIBBEY GLASS LLC, a Delaware limited liability company, located at 300 Madison Avenue, Toledo, Ohio 43604 (the “Company”) 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 November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, as 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).

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 Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company, Holdings and any subsidiaries that become a party thereto, have executed and delivered a Pledge and Security Agreement, dated as of November 13, 2020, 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 Company 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 (as defined in the Pledge and Security Agreement);

WHEREAS, the Company and Collateral Agent entered into that certain Grant of Security Interest in Trademark Rights, dated as of November 13, 2020 (the “Original Agreement”), and recorded with the U.S. Patent and Trademark Office on November 16, 2020 at Reel/Frame 7107/0818, which agreement grants a security interest in all of the Company’s right, title and interest in, to and under certain Trademarks as set forth therein, and which agreement remains in full force and effect;

WHEREAS, since the date of the Borrower’s execution of the Original Agreement, the Borrower has acquired interests in additional Trademarks (the “New Trademarks”);

WHEREAS, in accordance with the Pledge and Security Agreement, the Borrower has agreed to deliver this Supplemental Agreement to evidence the pledge of such New Trademarks; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Supplemental Agreement.

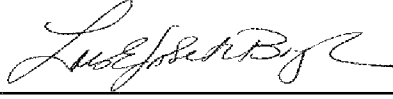
NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Company agrees, for the benefit of the Collateral Agent and the Senior Credit Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Supplemental Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Pledge and Security Agreement.
2. Grant of Security Interest. The Company hereby pledges, collaterally assigns and grants a security interest in all of the Company'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).
3. Purpose. This Supplemental Agreement has been executed and delivered by the Company 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. Each of the Pledge and Security Agreement and the Original Agreement (and all rights and remedies of the Senior Credit Parties under each such agreement) shall remain in full force and effect in accordance with its respective terms.
4. Acknowledgment. The Company 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 Supplemental Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.
5. Applicable Law. THIS SUPPLEMENTAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.
6. Counterparts. This Supplemental 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.

[Signature Pages to Follow]

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

LIBBEY GLASS LLC
as the Company

By:  _____

Name: Lois Elizabeth Bingham

Title: Senior Vice President, General Counsel
and Corporate Secretary

[Grant of Security Interest of Trademark Rights (Libbey Glass LLC)]

TRADEMARK
REEL: 007900 FRAME: 0640

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental 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: Matthew Trybula
Associate Counsel

[Grant of Security Interest of Trademark Rights (Libbey Glass LLC)]

SCHEDULE A

U.S. Trademark Registrations and Applications

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Reserve By Libbey	97286907	2/28/2022	Pending	Pending
2.	Libbey For Makers By Makers	90351043	12/01/2020	6853300	9/20/2022