

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779932

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS
RESUBMIT DOCUMENT ID:	900733699

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Libbey Glass LLC		11/22/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	MUFG Bank, Ltd.
Street Address:	1221 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Banking Corporation: JAPAN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	97286907	RESERVE BY LIBBEY
Serial Number:	90351043	L LIBBEY FOR MAKERS BY MAKERS

CORRESPONDENCE DATA

Fax Number: 8602402700
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: 8602402755
Email: derek.wayne@morganlewis.com
Correspondent Name: Derek Wayne
Address Line 1: Morgan, Lewis & Bockius LLP
Address Line 2: One State Street
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Derek Wayne
SIGNATURE:	/s/ Derek Wayne
DATE SIGNED:	01/11/2023

Total Attachments: 6

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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 “Grantor”) in favor of MUFG Bank, Ltd. (“MUFG 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 November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, LG Acquirer Holdco Inc., a Delaware corporation (“Holdings”), the Subsidiaries of the Grantor party thereto from time to time as Guarantors, the financial institutions or entities party thereto from time to time as Lenders, the LC Issuer (as defined therein) and MUFG Bank, as assignee of MUFG Union Bank, N.A. (“MUFG Union”), as Administrative Agent (as defined therein) 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 Grantor 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 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 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 (as defined in the Pledge and Security Agreement);

WHEREAS, the Grantor and Collateral Agent, as assignee of MUFG Union, 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 13, 2020 at Reel 7106, Frame 0131, which agreement grants a security interest in all of the Grantor’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, the Collateral Agent and MUFG Union entered into that certain Assignment of Trademark Security Agreements, dated as of April 1, 2022, and recorded with the U.S. Patent and Trademark Office on April 1, 2022 at Reel 7678, Frame 0314, pursuant to which MUFG Union assigned all of its right, title and interest in and to the Original Agreement to the Collateral Agent;

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

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

WHEREAS, the Grantor 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 Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

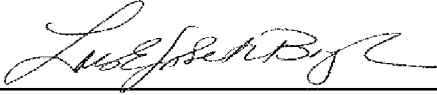
1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Supplemental Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Pledge and Security Agreement, as applicable.
2. Grant 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 Supplemental 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. Each of the Pledge and Security Agreement and the Original Agreement (and all rights and remedies of the Secured Parties under each such agreement) shall remain in full force and effect in accordance with its respective 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 Supplemental Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.
5. Counterparts. This Supplemental 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 Supplemental 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 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 Grantor

By:  _____

Name: Lois Elizabeth Bingham

Title: Senior Vice President, General Counsel and
Corporate Secretary

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.

MUFG BANK, LTD., as Collateral Agent

By:



Name: Thomas Kainamura

Title: Director

Thomas Kainamura
Director

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