

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM301441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Libbey Glass Inc.		04/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	1615 Brett Road, Building III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	1131831	DURATUFF	
Registration Number:	522529	SAFEDGE	
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:	3687479	RESTAURANT SUPPLIES TO GO	
Registration Number:	2815596	VENUS	
Registration Number:	2025945	DAKOTA	
Registration Number:	2044121	STATUS	
Registration Number:	834728	LIBBEY	
Registration Number:	651483	L	
Registration Number:	849814	SHEER RIM	
TRADEMARK			

OP \$765.00 1131831

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:	4462652	SET FOR SUCCESS
Registration Number:	2330497	PRISM

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters /
DATE SIGNED:	04/15/2014

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 April 9, 2014 is made by LIBBEY GLASS INC., a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Company") in favor of Citibank, N.A., as collateral agent (the "Collateral Agent") on behalf of the Senior Credit Parties (as defined in the Credit Agreement (as defined below)) pursuant to the Senior Secured 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 Inc., a Delaware corporation (the "Borrower"), Libbey Inc., a Delaware corporation ("Holdings"), the Collateral Agent, Citibank, N.A., as administrative agent for the Lenders, and the Lenders party thereto.

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

WHEREAS, in connection with the Credit Agreement, the Company, the Borrower, Holdings and any subsidiaries that become a party thereto, have executed and delivered a Pledge and Security Agreement, dated as of April 9, 2014, 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 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 Company 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, Company 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 Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, 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 Collateral Agent and the Senior Credit Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This 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. 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 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 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 on this 7th day of April, 2014.

LIBBEY GLASS INC.
as the Company

By: Kenneth A. Boerger
Name: Kenneth A. Boerger
Title: Vice President and Treasurer

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

TRADEMARK
REEL: 005260 FRAME: 0504

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 7th day of April, 2014.

CITIBANK, N.A., as Collateral Agent

By: 

Name: Kevin Johns

Title: Vice President

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

TRADEMARK
REEL: 005260 FRAME: 0505

SCHEDULE A

U.S. Trademark Registrations and Applications

DURATUFF	1131831	REGISTERED	3/11/80	3/11/20	USA
SAFEDGE	522529	REGISTERED	3/21/50	3/21/20	USA
PRISM (GLASSWARE)	2,330,497	REGISTERED	3/21/00	3/21/20	USA
CHIVALRY	1173311	REGISTERED	10/13/81	10/13/21	USA
EMBASSY	1178202	REGISTERED	11/17/81	11/17/21	USA
FINEDGE	1193209	REGISTERED	4/6/82	4/6/22	USA
NOB HILL	2663144	REGISTERED	12/17/02	12/17/22	USA
CATALINA	2669061	REGISTERED	12/31/02	12/31/22	USA
QUANTUM (FLATWARE)	2669104	REGISTERED	12/31/02	12/31/22	USA
GIBRALTAR	1224292	REGISTERED	1/18/83	1/18/23	USA
GOVERNOR CLINTON	2704223	REGISTERED	4/8/03	4/8/23	USA
GIBRALTAR (FLATWARE)	2709190	REGISTERED	4/22/03	4/22/23	USA
BOLLA GRANDE	1248379	REGISTERED	8/16/83	8/16/23	USA
RESTAURANT BASICS (GLASSWARE)	2,764,560	REGISTERED	9/16/03	9/16/23	USA
RESTAURANT SUPPLIES TO GO	3,687,479	REGISTERED	9/22/09	9/22/19	USA
VENUS	2815596	REGISTERED	2/17/04	2/17/24	USA
DAKOTA	2,025,945	REGISTERED	12/24/96	12/24/16	USA
STATUS	2,044,121	REGISTERED	3/11/97	3/11/17	USA
LIBBEY	834728	REGISTERED	9/5/67	9/5/17	USA
L IN CIRCLE	651483	REGISTERED	9/10/57	9/10/17	USA
SHEER RIM AND DESIGN	849814	REGISTERED	5/28/68	5/28/18	USA
FIESTA GRANDE	1093807	REGISTERED	6/20/78	6/20/18	USA
LIBBEY.COM	2,286,310	REGISTERED	10/12/99	10/12/19	USA
OMEGA	4146781	REGISTERED	5/22/12	5/22/22	USA
BRIOSSA	4234810	REGISTERED	10/30/12	10/30/22	USA
FIZZAZZ	4273056	REGISTERED	1/8/13	1/8/23	USA
PUEBLA	4251177	REGISTERED	11/27/12	11/27/22	USA
ALTITUDE	4269781	REGISTERED	1/1/13	1/1/23	USA
GIBRALTAR TWIST	4401762	REGISTERED	9/10/13	9/10/23	USA
SET FOR SUCCESS	4462652	REGISTERED	1/7/14	1/7/24	USA