

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM301443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Tableware Inc., as Grantor		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: 15			
Property Type	Number	Word Mark	
Registration Number:	2663154	AMULET	
Registration Number:	1262229	BB	
Registration Number:	1173950	BRANDWARE	
Registration Number:	2760370	CONTEMPRA	
Registration Number:	2721149	SKOAL	
Registration Number:	1180217	ULTIMA	
Registration Number:	0040724	WORLD	
Registration Number:	994264	WORLD	
Registration Number:	4230097	MCINTOSH	
Registration Number:	4269557	SOLARIO	
Registration Number:	4460186	BANQUET TREE	
Serial Number:	85852676	POTTER'S TOUCH	
Serial Number:	85852654	STOCKYARD	
Serial Number:	85852694	FARMHOUSE	
Serial Number:	85852715	MONORAIL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
TRADEMARK			

OP \$390.00 2663154

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
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SIGNATURE:	/Marina Kelly, Thomson Reuters /
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DATE SIGNED:	04/15/2014
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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 WORLD TABLEWARE INC., a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Grantor"), 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 Grantor, 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 Grantor 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;

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, 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 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 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 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 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 on this 9th day of April, 2014.

WORLD TABLEWARE INC.
as Grantor

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

[Grant of Security Interest in Trademark Rights (World Tableware Inc.)]

TRADEMARK
REEL: 005260 FRAME: 0518

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 9th day of April, 2014.

CITIBANK, N.A., as Collateral Agent

By: 

Name: Kevin Johns

Title: Vice President

[Grant of Security Interest in Trademark Rights (World Tableware Inc.)]

TRADEMARK
REEL: 005260 FRAME: 0519

SCHEDULE A

U.S. Trademark Registrations and Applications

AMULET	2663154	REGISTERED	12/17/02	12/17/22	USA
BB LOGO AND DESIGN	1,262,229	REGISTERED	12/27/83	12/27/23	USA
BRANDWARE	1,173,950	REGISTERED	10/20/81	10/20/21	USA
CONTEMPRA	2760370	REGISTERED	9/2/03	9/2/23	USA
SKOAL	2721149	REGISTERED	6/3/03	6/3/23	USA
ULTIMA	1,180,217	REGISTERED	12/1/81	12/1/21	USA
WORLD (SILVER & PLATED TABLEWARE)	0,040,724	REGISTERED	7/7/03	7/7/23	USA
WORLD (STAINLESS STEEL FLATWARE)	994,264	REGISTERED	10/1/74	10/1/14	USA
MCINTOSH	4230097	REGISTERED	10/23/12	10/23/22	USA
SOLARIO	4269557	REGISTERED	1/1/13	1/1/23	USA
BANQUET TREE	4460186	REGISTERED	12/31/13	12/31/23	USA
POTTER'S TOUCH	85852676 (Serial No.)	APPLN FILED	2/18/13 (Filing Date)		USA
STOCKYARD	85852654 (Serial No.)	APPLN FILED	2/18/13 (Filing Date)		USA
FARMHOUSE (Dinnerware)	85852694 (Serial No.)	APPLN FILED	2/18/13 (Filing Date)		USA
MONORAIL	85852715 (Serial No.)	APPLN FILED	2/18/13 (Filing Date)		USA