

Form PTO-1595

(rev 06/04)

**RECORDATION FORM COVER SHEET
PATENTS ONLY**
U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):**Syracuse China Company**Execution Date(s) **June 16, 2006**Additional name(s) of conveying party(ies) attached? ___ Yes **X** No**3. Nature of conveyance:**

___ Assignment ___ Merger
X **Security Agreement** ___ Change of Name
 ___ Government Interest Assignment
 ___ Executive Order 9424, Confirmatory License
 ___ Other

2. Name and Address of receiving party(ies)Name: **Merrill Lynch PCG, Inc.**

Internal Address: _____

Street Address: **4 World Financial Center**City: **New York**State: **NY**Country: **USA** Zip: **10080**Additional name(s) & address(es) attached? ___ Yes **X** No**4. Application number(s) or patent number(s):**

A. Patent Application No(s).

29159718

29159073

29222467

29222129

This document is being filed together with a new application

B. Patent No(s).

472770 328836 327810

475247 328546 330828

478252 328403 337482

376292 328006 337485

379737 327611 337025

376293 327811 445648

286843 327612 333406

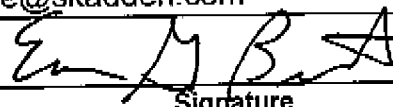
276782 327613 352207

Additional numbers attached? **X** Yes ___ No**5. Name and address of party to whom correspondence concerning document should be mailed:**

Evan G. Burnstein, Esq.
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 & FLOM LLP
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 eburnste@skadden.com

6. Total number of applications and patents involved:**66****7. Total fee (37 CFR 1.21(h) and 3.41) **\$2640.****

X All fees and any deficiencies are authorized to be
 charged to Deposit Account
 (Our Ref. **374220/2188**)

8. Payment InformationDeposit Account No. **19-2385**Authorized user Name: **Sylvia Marquez****9. Signature.**


Signature

Evan G. Burnstein

Name of Person Signing

July 11, 2006

Date

Total number of pages including
cover sheet, and documents:**9**

CH \$2600.00 192385 29159718

4. Application number(s) or patent number(s):

This document is being filed together with a new application

A. Patent Application No(s).

B. Patent No(s).

346089	471765
345893	476194
351086	494420
356472	499307
345895	498391
349210	502058
402854	489227
402852	513935
396605	513934
428770	511939
435197	6645561
434947	512876
419383	505834
476195	514889
475894	
471406	
471405	
474941	
470358	
482237	
463954	
478476	
472768	
474940	

**GRANT OF THIRD LIEN
SECURITY INTEREST IN PATENT RIGHTS**

This GRANT OF THIRD LIEN SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of June 16, 2006, is made by SYRACUSE CHINA COMPANY, a Delaware corporation, located at 300 Madison Avenue, Toledo, Ohio 43604 (the "Grantor"), in favor of MERRILL LYNCH PCG, INC., a Delaware corporation (the "Initial Holder") in connection with the Indenture, dated as of June 16, 2006 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Libbey Glass Inc. (the "Issuer"), the Grantor, the other guarantors party thereto and the Initial Holder.

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Issuer has issued its Senior Subordinated Pay-In-Kind Notes due 2011, and may issue from time to time additional notes in connection with the provisions of the Indenture (as the same may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, collectively, the "Notes") upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Issuer and certain other guarantors, including the Grantor, have executed and delivered a Note Pledge and Security Agreement, dated as of June 16, 2006, in favor of the Initial Holder (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Initial Holder a continuing security interest in all Intellectual Property, including the Patents; 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, the Grantor agrees, for the benefit of the Initial Holder, 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 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 Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Initial Holder 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 Initial Holder in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Initial Holder 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 Initial Holder with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the 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 Security Agreement, the terms of the 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 16th day of June, 2006.

[Signatures appear on following page]

SYRACUSE CHINA COMPANY
as Grantor

By: 

Name: _____

Title: _____

SECURITY INTEREST IN PATENT RIGHTS

PATENT
REEL: 017921 FRAME: 0431

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss

On the 16th day of June, 2006, before me personally came Sally Sellick, who is personally known to me to be the VP and CFO of SYRACUSE CHINA COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~/he is the VP and CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Ann H. Maurer
Notary Public
ANN H. MAURER
Notary Public
New York State
Commission Expires 12/31/2009
(PLACE STAMP AND SEAL ABOVE)

JUN-15-2006 18:15

MERRILL LYNCH

212 449 1154 P.03/03

MERRILL LYNCH PCG, INC.

By: *Neven Vidovic*
Name: NEVEN VIDOVIC
Title: VICE PRESIDENT

SECURITY INTEREST IN PATENT RIGHTS

PATENT TOTAL P.03
REEL: 017921 FRAME: 0433

SCHEDULE A

U.S. Patent Registrations and Applications

Patent	Status	Issue Date	Patent Number	Expiration Date	Country
CHABLIS PLATE	ISSUED	4/8/2003	D472,770	4/8/2017	USA
ANTHEM PLATE	ISSUED	6/3/2003	D475,247	6/3/2017	USA
PLATE (COLUMBIA DESIGN)	ISSUED	8/12/2003	D478,252	8/12/2017	USA
JUSTINE PLATE	ISSUED	12/10/1996	D376,292	12/10/2010	USA
CASTLETON CUP	ISSUED	6/10/1997	D379,737	6/10/2011	USA
CASTLETON PLATE	ISSUED	12/10/1996	D376,293	12/10/2010	USA
PLATE	ISSUED	11/25/1996	D286,843	11/25/2000	USA
MUG	ISSUED	12/18/1994	D276,782	12/18/2008	USA
BELMONT CONDIMENT BOWL W/LID	ISSUED	8/25/1992	D328,536	8/25/2006	USA
BELMONT COFFEE POT W/LID	ISSUED	8/11/1992	D328,546	8/11/2006	USA
BELMONT TEAPOT W/LID	ISSUED	8/4/1992	D328,403	8/4/2006	USA
BELMONT CUP	ISSUED	7/21/1992	D328,006	7/21/2006	USA
BERKSHIRE DECAL	ISSUED	7/7/1992	D327,611	7/7/2006	USA
LAFAYETTE DECAL	ISSUED	7/14/1992	D327,811	7/14/2006	USA
PARK AVENUE DECAL	ISSUED	7/7/1992	D327,612	7/7/2006	USA
TAPESTRY DECAL	ISSUED	7/7/1992	D327,613	7/7/2006	USA
SCOTTSDALE DECAL	ISSUED	7/14/1992	D327,810	7/14/2006	USA
JUDSON DECAL	ISSUED	11/10/1992	D330,828	11/10/2006	USA
COLLETTE DECAL	ISSUED	12/31/1992	D337,482	7/20/2007	USA
STAFFORDSHIRE DINNER PLATE	ISSUED	7/20/1993	D337,485	7/20/2007	USA
FANFARE DINNER PLATE	ISSUED	7/6/1993	D337,026	7/6/2007	USA
QUANTUM (PLATE)	ISSUED	7/31/2001	D445,648	7/31/2015	USA
DUMONT DECAL	ISSUED	9/30/1992	D333,406	2/23/2007	USA
STYLUS BOWL	ISSUED	11/8/1994	D352,207	11/8/2008	USA
STYLUS DECAL - RAVENNA	ISSUED	4/19/1994	D346,089	4/19/2008	USA
STYLUS PLATE	ISSUED	4/12/1994	D345,893	4/12/2008	USA
STYLUS CUP	ISSUED	10/4/1994	D351,086	1/4/2008	USA
PLATE	ISSUED	3/21/1995	D356,472	3/21/2009	USA
STYLUS BOUILLON CUP	ISSUED	4/12/1994	D345,895	4/12/2008	USA
TREVAL DECAL	ISSUED	8/1/1994	D349,210	8/2/2008	USA
QUADRA PLATE, ITEM 903333 033	ISSUED	12/22/1998	D402,854	12/22/2012	USA
QUADRA BOWL, ITEM 903333 002	ISSUED	12/22/1998	D402,852	12/22/2012	USA
QUADRA CUP, ITEM 903333 001	ISSUED	8/4/1998	D396,605	8/4/2012	USA
TRIUMPH PLATE	ISSUED	8/1/2000	D428,770	8/1/2014	USA
STUDIO BOWL	ISSUED	12/19/2000	D435,187	12/19/2014	USA
QUARTET PLATE	ISSUED	12/12/2000	D434,947	12/12/2014	USA
TOON PLATE	ISSUED	1/25/2000	D419,383	1/25/2014	USA
ANTHEM BOWL	ISSUED	6/24/2003	D476,195	6/24/2017	USA
CHABLIS BOWL	ISSUED	6/17/2003	D475,894	6/17/2017	USA
FANTASY BOWL	ISSUED	3/11/2003	D471,406	3/11/2017	USA
PLATTER (QUADRA)	ISSUED	3/11/2003	D471,405	3/11/2017	USA
PLATE (ANTHEM)	ISSUED	5/27/2003	D474,941	5/27/2017	USA
SKILLET (CANTINA)	ISSUED	2/18/2003	D470,358	2/18/2017	USA
CUP (ANTHEM)	ISSUED	3/5/2002	D482,237	11/18/2017	USA

CUP (ANTHEM W/BAND DESIGN)	ISSUED	10/8/2002	D463,954	10/8/2016	USA
PLATE (QUADRA TRIANGLE DESIGN)	ISSUED	8/19/2003	D478,476	8/19/2017	USA
PLATE (EDGE DESIGN)	ISSUED	4/8/2003	D472,768	4/8/2017	USA
PLATE (ORBIT)	ISSUED	5/27/2003	D474,940	5/27/2017	USA
TRAY (CHI-FU YING YANG)	ISSUED	3/18/2003	D471,765	3/18/2017	USA
TRAY (CHI-FU SUSHI)	ISSUED	6/24/2003	D476,194	6/24/2017	USA
MAJESTY HARMONY BOWL	ISSUED	8/17/2004	D494,420 S	8/17/2018	USA
CHABLIS PASTA BOWL	ISSUED	12/7/2004	D498,307 S	12/7/2018	USA
ANTHEM (PLATTER)	ISSUED	11/16/2004	D498,391	11/16/2018	USA
TAPAS PLATE	ISSUED	2/22/2005	D502,058 S	2/22/2019	USA
ANTHEM SQUARE PLATE	ISSUED	5/4/2004	D489,227 S	5/4/2018	USA
PLATE	ISSUED	1/31/2006	D513,935		USA
PLATE	ISSUED	1/31/2006	D513,934		USA
BOWL	ISSUED	11/29/2005	D511,939		USA
PROCESS FOR GLAZING CHINAWARE ARTICLE	ISSUED	11/11/2003	6,645,561	2/25/2022	USA
CHABLIS UTOPIA PLATE	ISSUED	12/20/05	D512,876	12/20/19	USA
SASSY PLATE	ISSUED	6/7/05	D505,834 S	6/7/19	USA
VESUVIUS PLATE	ISSUED	10/13/04	D514,889 S	2/14/20	USA

Patent Application	Status	Application Filing Date	Application Serial Number	Country
PLATE (HEART DESIGN)	APPLN FILED	5/17/2002	29/159,718	USA
PLATE (CASCADE DESIGN)	APPLN FILED	4/18/2002	29/159,073	USA
BOWTIE & OVAL COUPE PLATES	APPLN FILED	12/6/2004	29/222,467	USA
CRESCENT COUPE PLATE	APPLN FILED	1/26/2005	29/222,129	USA