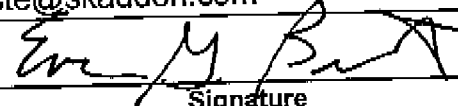


<b>Form PTO-1595</b> (rev 06/04)		<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		U. S. Department of Commerce Patent and Trademark Office	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:					
<b>1. Name of conveying party(ies)/Execution Date(s):</b>  <b>Traex Company</b>  Execution Date(s) <u>June 16, 2006</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and Address of receiving party(ies)</b> Name: <u>Merrill Lynch PCG, Inc.</u> Internal Address: _____ Street Address: <u>4 World Financial Center</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10080</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> <b>Security Agreement</b> <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other			<b>4. Application number(s) or patent number(s):</b> A. Patent Application No(s).  B. Patent No(s). <u>332895</u> <u>380937</u> <u>6726031</u> <u>6634510</u> <u>6732888</u> <u>6789697</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  <u>Evan G. Burnstein, Esq.</u> <u>SKADDEN, ARPS, SLATE, MEAGHER</u> <u>&amp; FLOM LLP</u> <u>Four Times Square</u> <u>New York, New York 10036</u> Tel: (212) 735-3000 Fax: (212) 735-2000 <u>eburnste@skadden.com</u>			<b>6. Total number of applications and patents involved:</b> <u>6</u>		
<b>7. Total fee (37 CFR 1.21(h) and 3.41) <u>\$240.</u></b> <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. <u>374220/2188</u> )			<b>8. Payment Information</b> Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Sylvia Marquez</u>		
<b>9. Signature.</b>  Signature <u>Evan G. Burnstein</u> Name of Person Signing			Date <u>July 11, 2006</u> Total number of pages including cover sheet, and documents: <u>7</u>		

CH \$240.00 192385 332895

**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 TRAEX 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]

TRAEX COMPANY  
as Grantor

By:  \_\_\_\_\_

Name:

Title:

## ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
COUNTY OF New York )<sup>ss</sup>

On the 16th day of June, 2006, before me personally came Scott Sellick, who is personally known to me to be the VP and CFO of TRAEX 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.

Anne K. Mallari

Notary Public

ANNE K. MALLARI  
Notary Public, State of New York  
No. 0875000  
Qualified to Notary Public in New York  
Commission Expires June 30, 2006

(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  
REEL: 017921 FRAME: 0441  
TOTAL P. 03

**SCHEDULE A****U.S. Patent Registrations and Applications**

<u>Patent</u>	<u>Status</u>	<u>Issue Date</u>	<u>Patent Number</u>	<u>Expiration Date</u>	<u>Country</u>
BAR CONDIMENT TRAY	ISSUED	2/2/93	D332,895	2/2/07	USA
OVENABLE FOOD TRAY	ISSUED	7/15/97	D380,937	7/15/11	USA
DISHWASHER RACK CONSTRUCTION	ISSUED	4/27/04	6,726,031 B2	2/23/22	USA
DISHWASHER RACK EXTENDER HAVING CONNECTOR PINS	ISSUED	3/25/02	6,634,510	3/25/22	USA
BOTTLE HAVING MULTIPLE OUTLETS	ISSUED	5/11/04	6,732,888 B1		USA
ADJUSTABLE CUP DISPENSER	ISSUED	9/14/04	6,789,697	9/14/24	USA