

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Security Interest

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------|----------------|
| Traex Company | 06/16/2006 |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | The Bank of New York Trust Company, N.A., as Collateral Agent |
| Street Address: | 10161 Centurion Parkway |
| City: | Jacksonville |
| State/Country: | FLORIDA |
| Postal Code: | 32256 |

PROPERTY NUMBERS Total: 6

| Property Type | Number |
|----------------|---------|
| Patent Number: | D332895 |
| Patent Number: | D380937 |
| Patent Number: | 6726031 |
| Patent Number: | 6634510 |
| Patent Number: | 6732888 |
| Patent Number: | 6789697 |

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509335/0943

PATENT

500127160

REEL: 017946 FRAME: 0527

OP \$240.00 D332895

NAME OF SUBMITTER:

Kirstie Howard

Total Attachments: 6

source=TrX2PSI#page1.tif

source=TrX2PSI#page2.tif

source=TrX2PSI#page3.tif

source=TrX2PSI#page4.tif

source=TrX2PSI#page5.tif

source=TrX2PSI#page6.tif

PATENT

REEL: 017946 FRAME: 0528

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

This GRANT OF SECOND 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 The Bank of New York Trust Company, N.A., a national banking association, as collateral agent (the "Agent") 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 Agent, as trustee.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Issuer has issued its Floating Rate Senior Secured 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 Pledge and Security Agreement, dated as of June 16, 2006, in favor of the Agent (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 Agent for the benefit of the secured parties thereunder (the "Secured Parties") 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 Agent and the Secured 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 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 Agent for the

benefit of the Secured 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 Agent for the benefit of the Secured Parties 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 Agent 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 Agent 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.

TRAEX COMPANY
as Grantor

By: 
Name: _____
Title: _____

THE BANK OF NEW YORK TRUST COMPANY, N.A.
as Agent

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK TRUST COMPANY, N.A.
as Agent

By: L. Garcia
Name: L. Garcia
Title: Assistant Vice President

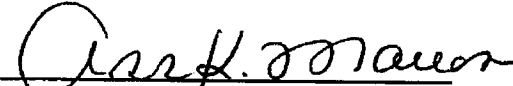
Libbey Glass Inc. Senior Secured Notes due 2011-Grant of Second Lien Security Interest in Patent Rights

PATENT
REEL: 017946 FRAME: 0531

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 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.


Notary Public ANN K. MALLARI
Notary Public, State of New York
No. 4936031
Qualified in New York County
Commission Expires July 5, 20__

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF AGENT

STATE OF IL)
) ss
COUNTY OF Cook)

On the 16th day of June, 2006, before me personally came L. Garcia, who is personally known to me to be the Assistant Vice President of THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Assistant Vice President in such national banking association, the national banking association 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 national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

T. Mosterd

Notary Public
OFFICIAL SEAL
T. MOSTERD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JANUARY 22, 2009

(PLACE STAMP AND SEAL ABOVE)

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 |

509335-0943-10476-NY01.2578627.1