

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
Syracuse China 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: 66

Property Type	Number
Patent Number:	D472770
Patent Number:	D475247
Patent Number:	D478252
Patent Number:	D376292
Patent Number:	D379737
Patent Number:	D376293
Patent Number:	D286843
Patent Number:	D276782
Patent Number:	D328836
Patent Number:	D328546
Patent Number:	D328403
Patent Number:	D328006
Patent Number:	D327611
Patent Number:	D327811
Patent Number:	D327612

OP \$2640.00 D472770

PATENT

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REEL: 017946 FRAME: 0535

Patent Number:	D327613
Patent Number:	D327810
Patent Number:	D330828
Patent Number:	D337482
Patent Number:	D337485
Patent Number:	D337025
Patent Number:	D445648
Patent Number:	D333406
Patent Number:	D352207
Patent Number:	D346089
Patent Number:	D345893
Patent Number:	D351086
Patent Number:	D356472
Patent Number:	D345895
Patent Number:	D349210
Patent Number:	D402854
Patent Number:	D402852
Patent Number:	D396605
Patent Number:	D428770
Patent Number:	D435197
Patent Number:	D434947
Patent Number:	D419383
Patent Number:	D476195
Patent Number:	D475894
Patent Number:	D471406
Patent Number:	D471405
Patent Number:	D474941
Patent Number:	D470358
Patent Number:	D482237
Patent Number:	D463954
Patent Number:	D478476
Patent Number:	D472768
Patent Number:	D474940
Patent Number:	D471765
Patent Number:	D476194

Patent Number:	D494420
Patent Number:	D499307
Patent Number:	D498391
Patent Number:	D502058
Patent Number:	D489227
Patent Number:	D513935
Patent Number:	D513934
Patent Number:	D511939
Patent Number:	6645561
Patent Number:	D512876
Patent Number:	D505834
Patent Number:	D514889
Application Number:	29159718
Application Number:	29159073
Application Number:	29222467
Application Number:	29222129

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.
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 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/0943
NAME OF SUBMITTER:	Kirstie Howard

Total Attachments: 7
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**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 SYRACUSE CHINA 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.

WITNESSETH:

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.

SYRACUSE CHINA 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-Grant of Second Lien Security Interest in Patent Rights

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss

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 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.

Carroll H. Maurer
Notary Public


(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

(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>
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	11/25/1986	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	D328,836	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	D337,025	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	D435,197	12/19/2014	USA
QUARTET PLATE	ISSUED	12/12/2000	D434,947	12/12/2014	USA
TOON PLATE	ISSUED	1/25/2000	D418,383	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

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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	D499,307 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	6,645,581	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

<u>Patent Application</u>	<u>Status</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>	<u>Country</u>
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

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